

April 13, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Personal Services Contract with The Mental Health Association of Oregon for Adult Peer Delivered Services. Contract value is \$203,223.66 for 22 months. Funding is through Oregon Health Authority. No County General Funds are involved.

Previous Board Action/Review	Issues April 11, 2023		
Performance Clackamas	Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Mary Rumbaugh	Contact Phone	503-742-5305

EXECUTIVE SUMMARY: The Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of a contract with The Mental Health Association of Oregon for Adult Peer Delivered Services – Person Centered Planning Support Peer with Behavioral Health Division Adult Care Coordination Team to serve adults receiving care coordination services from Clackamas County Behavioral Health Division, Choice Program. Choice Model Services are designed to promote the effective use of facility-based mental health treatment, increase care coordination for adults with severe and persistent mental illness (SPMI) living in the least restrictive environment possible, and minimize the use of long-term institutional care.

A 1.0 FTE Peer Support Specialist will provide peer-delivered services to support adults receiving care coordination services from Clackamas County Behavioral Health Division, Choice Program Team. The peer will assist individuals in navigating service systems, identifying resources and natural supports, and accessing substance use/abuse treatment programs and support groups.

The Mental Health Association of Oregon dba Mental Health & Addiction Association of Oregon (MHAAO) is an inclusive peer-run nonprofit organization committed to promoting self-directed recovery and wellness for all individuals MHAAO works collaboratively with Behavioral Health to provide peer-delivered services to Clackamas County residents.

This Contract was awarded following a request for proposals (RFP) procurement process. This project was advertised in accordance with ORS and LCRF Rules on September 28, 2022, through RFP 2022-90 for 7 projects. Proposals were publically opened on October 26, 2022. The County received a total of 9 proposals, with this project receiving 1 proposal. After review of the Proposals, contracting with The Mental Health Association of Oregon for Project 6 “Adult Peer Delivered Services – Person

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Centered Planning Support Peer with CCBHD Adult Care Coordination Team” of the RFP, was determined to be in the best interest of the County based upon the scoring criteria outlined in RFP 2022-90.

Funding for the initial term of the Contract is \$101,611.83. The Contract has an optional renewal term of one year, costing \$101,611.83. The maximum contract value is \$203,223.66.

RECOMMENDATION: Staff recommends Board approval of this Contract.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook, Director
Health, Housing, and Human Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #7599 H3S #10963**

This Personal Services Contract (this “Contract”) is entered into between THE MENTAL HEALTH ASSOCIATION OF OREGON DBA MENTAL HEALTH & ADDICTION ASSOCIATION OF OREGON (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Department of Health, Housing and Human Services, Behavioral Health Division.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2023, with the option to renew for one additional year thereafter subject to the mutual agreement of the parties.
2. **Scope of Work.** Contractor shall provide the following: **Adult Peer Delivered Services – Person Centered Planning Support Peer with CCBHD Adult Care Coordination Team** (“Work”), as further described in **Exhibit K** and **Exhibit M**.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, **One Hundred One Thousand Six Hundred and Eleven Dollars and Eighty-Three Cents (\$101,611.83)** per year (January 1 – December 31), with a total contract value not to exceed **Two Hundred Three Thousand Two Hundred Twenty-Three dollars and Sixty-Six Cents (\$203,223.66)**, for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit L. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit L.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed as described in **Exhibit L**.
5. **Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit D, Exhibit I, Exhibit J, Exhibit K, Exhibit L and Exhibit M.

7. Contractor and County Contacts.

Contractor Administrator: Janie Gullickson Phone: 971-241-6677 Email: jgullickson@mhaoforegon.org	County Administrator: Kim Russell Phone: 503-742-5318 Email: KRussell@clackamas.us BHContracts@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time, including, but not limited to, the additional terms and conditions set forth in the Exhibit I, OHA Standard Terms and Conditions.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required in **Exhibit D**.
- 10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 29, 31, 32, and 33, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. 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 the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, 29 and 32 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

- 27. **NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. **FURTHER ASSURANCES.** Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable regional, State, or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein, Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable regional, State, or Federal funding requirements.
- 29. **CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 30. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 31. ABUSE REPORTING.** Contractor shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 407-045-0250 through 407-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.
- 32. CHANGE IN KEY PERSONNEL.** Contractor shall notify County, in writing and within fifteen (15) days, whenever there is a likely or actual change in Contractor's key administrative or programmatic personnel and the reason for the change. Key personnel include but not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions with Contractor's organization.
- 33. HIPAA COMPLIANCE.** Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"). Contractor shall further execute the Business Associate Agreement attached hereto as **Exhibit J** and incorporated by this reference herein..

**EXHIBIT A
RESERVED**

**EXHIBIT B
RESERVED**

**EXHIBIT C
RESERVED**

**EXHIBIT D
INSURANCE (OHA)**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Workers Compensation. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. Professional Liability. **Required by County** **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

3. General Liability. **Required by County** **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of the **County and the State of Oregon, and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Contract.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

4. Automobile Liability. **Required by County** **Not required by County**

Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Commercial Automobile Liability insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

Personal Automobile Liability insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

5. Physical Abuse and Molestation Liability. **Required by County** **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. **Privacy and Network Security.** **Required by County** **Not required by County**

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

7. **Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.

8. **Primary Coverage Clause.** Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

9. **Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Contract.

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

11. **Self-insurance.** Contractor may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that Contractor's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to County. Contractor shall furnish an acceptable insurance certificate to County for any insurance coverage required by this Contract that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.

12. **Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. Contractor will maintain the insurance in full force throughout the duration of this Contract. No Contract shall be in effect until the required certificates have been received, approved, and

accepted by County. A renewal certificate will be sent to County ten (10) days prior to coverage expiration. The insurance for general liability and commercial automobile liability must include an endorsement naming **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as additional insureds with respect to the Work under this Contract. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Suite 154, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically or by mail to:

BHContracts@clackamas.us

Clackamas County
Contracts Administration
2051 Kaen Road, Suite 154
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 14. Waiver of Subrogation.** Contractor agrees to waive their rights of subrogation arising from the Work performed under this Contract.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or BHContracts@clackamas.us.
- 16. Insurance Compliance.** The County will be entitled to enforce Contractor compliance with the insurance requirements, and will 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, terminating the Contract as permitted by the Contract, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under this Contract when the County is aware that the Contractor is not in compliance with the insurance requirements.

EXHIBIT E
RESERVED

**EXHIBIT F
RESERVED**

**EXHIBIT G
RESERVED**

**EXHIBIT H
RESERVED**

EXHIBIT I
OHA STANDARD TERMS AND CONDITIONS

- 1. Governing Law, Consent to Jurisdiction.** 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. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Contract shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Contract.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive order to which they are subject and which are applicable to the Contract or to the Work. Without limiting the generality of the foregoing, both parties expressly agree 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 statues, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) 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 Work. 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 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. Nothing in this Contract shall require Contractor or County to act in violation of state or federal law or the Constitution of the State of Oregon.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Contractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a.** Contractor represents and warrants as follows:

 - (1) Organization and Authority.** Contractor has full power, authority and legal right to make this Contract and to incur and perform its obligations hereunder.
 - (2) Due Authorization.** The making and performance by Contractor of this Contract (a) have been duly authorized by all necessary action by Contractor and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Contractor is a party or by which Contractor may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is

required for the execution, delivery or performance by Contractor of this Contract, other than approval by the Department of Justice if required by law.

- (3) **Binding Obligation.** This Contract has been duly executed and delivered by Contractor and constitutes a legal, valid and binding obligation of Contractor, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
- (5) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. County represents and warrants as follows:

- (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Contract and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by County of this Contract (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Contract.
- (3) **Binding Obligation.** This Contract has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. **Ownership of Intellectual Property.**

a. **Definitions.** As used in this Section 5 and elsewhere in this Contract, the following terms have the meanings set forth below:

- (1) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.
- (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than County and Contractor.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, County will not own the right, title and interest in any intellectual property created or

delivered by Contractor in connection with the Work. With respect to that portion of the intellectual property that the Contractor owns, Contractor grants to County a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Contract that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.b.(1) on County's behalf, and (3) sublicense to third parties the rights set forth in Section 5.b.(1).

- c. If state or federal law requires that County or Contractor grant to the United States a license to any intellectual property, or if state or federal law requires that County or the United States own the intellectual property, then Contractor shall execute such further documents and instruments as County may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or County. To the extent that County becomes the owner of any intellectual property created or delivered by Contractor in connection with the Work, County will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Contract that restrict or prohibit dissemination or disclosure of information, to Contractor to use, copy, distribute, display, build upon and improve the intellectual property.
 - d. Contractor shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as County may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
- 6. Records Maintenance; Access.** Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writing of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract in such a manner as to clearly document Contractor's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor whether in paper, electronic or other form, that are pertinent to the Contract, are collectively referred to as "Records". Contractor acknowledges and agrees that County, Oregon Health Authority and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Contractor shall retain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- 7. Information Privacy/Security/Access.** If the Work performed under this Contract required Contractor or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For the purposes of this section, "Information Asset" and Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

8. Assignment of Agreement, Successors in Interest.

- a.** Contractor shall not assign or transfer its interest in the Contract without prior written approval of County. Any such assignment or transfer, if approved, is subject to such conditions and provisions, as County may deem necessary. No approval by County of any assignment or transfer of interest shall be deemed to create any obligation of County in addition to those set forth in the Contract.
- b.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

9. No Third Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. The parties agree that Contractor's performance under this Contract is solely for the benefit of County to assist and enable County to accomplish its statutory mission. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

10. Severability. The parties agree that 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 the Contract did not contain the particular term or provision held to be invalid.

**EXHIBIT J
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into upon signature (“Effective Date”) by and between **Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing and Human Services, Behavioral Health Division** (“Covered Entity”) and **The Mental Health Association of Oregon DBA Mental Health & Addiction Association of Oregon** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.

- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.
- 1.12 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;

- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose

Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and

- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as

“Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.

7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

[Signature Page for BAA Follows]

EXHIBIT K SCOPE OF WORK

Background

As part of Clackamas County's Behavioral Health Redesign, which began in 2009, Clackamas County Behavioral Health Division committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services.

The term "peer" refers to a person who self-identifies as an individual who has lived experience of a mental health condition and/or an addiction and is successfully living in recovery. Peers provide support to an individual who has similar lived experiences. Peer support services are developed by peers for peers.

Family peer support refers to support activities provided by a person who has had similar lived experience raising a child who has experienced a mental health condition and/or addiction. The support services provided have been developed by family members for family members.

The supports provided are defined by the person/family asking for support. The individual/family defines their interests and goals and sets tasks to achieve those goals. The peer provides the support needed to complete those tasks and achieve the goals. Peer support services are designed to be flexible and community-based to meet the unique needs of each individual/family.

Definitions

1. **Embedded Peer:** A certified peer support specialist who is part of an existing multidisciplinary team within Clackamas County's Behavioral Health Division, and who is co-located in a County building with their team.
2. **Peer Services Supervisor:** The supervisor from the contracted peer-run agency who is responsible for direct supervision of the embedded Peer, and for collaboration with the County's Program Supervisor to assure (a) consistent support of the Peer, (b) clear communication between the peer-run agency and the County program, and (c) oversight of the services being provided by the Peer.
3. **County Program Supervisor:** The supervisor of the County team in which the Peer is embedded; responsible for ongoing collaboration with the Peer Services Supervisor to assure (a) consistent support of the peer, and (b) clear collaboration between the peer-run agency and the County program.

Statement of Work

Contractor shall:

1. Provide:
 - a. 1.0 FTE Peer Support Specialist. Peer Support Specialist must have lived experience specific to mental health, addictions, and navigation of treatment and support resources.
 - i. Peer shall be co-located at Clackamas County's Public Services Building, 2051 Kaen Road, Oregon City, Oregon 97045, during operating hours (Monday-Thursday 7am-6pm).
 - b. Supervision of Peer Support Specialist to be provided by a qualified peer supervisor provided by Contractor.

- c. Assure that Peer Services Supervisor shall work closely with County Program Supervisor to establish and maintain a cohesive team and high quality services.
2. Provide peer support services to the following population(s):
 - a. Adults receiving care coordination services from Clackamas County Behavioral Health Division, Choice Program
3. Assist and support individuals in developing their own plan of care.
4. Peer Support Specialist(s) may also provide at the request of the individual being served:
 - a. Support in navigating service systems and identifying resources.
 - b. Assistance in accessing substance use/abuse treatment programs, support groups, and other resources in the community at the individual's request.
 - c. Provide referrals to other peer support resources as appropriate or requested by the individual.
 - d. Assist in identifying natural supports within the individual's community.
5. Write a brief note describing support service provided and any follow-up support to be provided.
6. Provide administrative and operational oversight of Peer Support staff that includes:
 - a. Training and continuing education
 - b. Schedule coordination
 - c. Supervision
7. Work in a collaborative manner with Clackamas County Behavioral Health Division.
8. Participate in appropriate system partner and/or County Behavioral Health Division meetings.
9. Participate in County technical assistance activities, as requested, to expand and strengthen the peer delivery system.
10. Perform exclusion list checks at hire and monthly of all employees, contractors, volunteers, interns, and any other persons providing, arranging, or paying for behavioral health services paid in whole or in part with Medicaid dollars, against the Office of Inspector General (OIG) Exclusion Database and the System of Award Management (SAM) Exclusion Database. Contractor shall maintain monthly verification of this check.
11. Ensure that Contractor's employees and subcontractors, if permitted, maintain active licenses/certifications via a monitoring process with the licensing board including OHA's Traditional Health Worker Registry.

Staffing:

1. Peer Support Specialists must have lived experience specific to mental health, addictions, and navigation of treatment and support resources.
2. Supervision of Peer Support Specialists to be provided by a qualified peer supervisor provided by Contractor.
3. Peer(s) embedded in County programs shall observe all applicable provisions of County Code. County Code can be found at: <https://www.clackamas.us/code>
4. Contractor and/or Peer shall notify County Program Supervisor in the event of Peer's deviation from work schedule including late arrivals and absences.
5. Contractor shall address and remedy all concerns raised by County in regards to Peer(s) embedded with County programs, up to and including removal of the Peer(s).
6. In the event of staff vacancies, Contractor shall provide a plan for coverage to prevent interruption of support to existing participants and mitigation of waitlists.
7. Peer Services Supervisor will inform County Program Supervisor of a vacancy within forty-eight (48) hours of staff resignation.

Staff Standards

1. Contractor shall ensure the following for all staff employed as part of this Contract:
 - a. Successful criminal background check through the State of Oregon Background Check Unit (BCU) compliant with ORS Chapter 181 and OAR 407-007-000 to OAR 407-007-0370.
 - b. Positive clearance through the General Services Administration System of Award Management (SAM) at time of hire and monthly thereafter.
 - c. Positive clearance through the Office of Inspector General (OIG) List of Excluded Individuals/Entities at time of hire and monthly thereafter.
 - d. Document and certify that staff education, degrees, licenses, certifications, work experience, competence and supervision are adequate to permit staff to perform assigned duties.
2. Additionally, Contractor shall ensure all staff with direct one-on-one contact with County residents:
 - a. Complete Oregon Health Authority approved training program for Peer Delivered Services and adherence to all requirements in the Traditional Health Worker administrative rules including OAR 410-180-0300 to OAR 410-180-0380 certification and continuing education and shall demonstrate (a) the ability to support others in their recovery or resiliency; and (b) personal life experience and tools of self-directed recovery and resiliency.

Standards of Work

1. Work in collaboration with the County to promote a recovery-oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
2. Reinforce the values and culture of peer support through education and the modeling of strong support skills.
3. Use a whole health approach, not only addressing issues of mental health and substance use, but spiritual and physical health as requested by the individual served.

Reporting Requirements

Contractor shall prepare and submit quarterly summary reports on Contract activities no later than thirty (30) calendar days after the end of the quarter.

Reporting Schedule	
Reporting Periods	Report Due
January 1 – March 31	No later than April 30
April 1 – June 30	No later than July 30
July 1 – September 30	No later than October 30
October 1 – December 31	No later than January 30

County uses a standard survey tool/application to receive quarterly reporting from Contractor. The following is the list of questions currently asked in the survey. These questions are subject to change by County.

1. Name of your Agency?

2. What year is the data from?
3. Which quarter?
4. Population served?
5. How many TOTAL individuals did your program support this quarter?
6. How many NEW individuals did your program support this quarter?
7. How many children/families did your program support this quarter?
8. How many transition-aged youth (ages 14-24) did your program support this quarter?
9. How many adults (ages 25-54) did your program support this quarter?
10. How many older adults (ages 55+) did your program support this quarter?
11. Did you have “inappropriate” referrals this quarter (inappropriate referrals could be due to bad fit, need for CRM vs PSS, capacity, etc.)? If so, how many?
12. If you answered “Yes” to Question #11, please indicate below where you sent folks that were not a match with your program?
13. If you answered “Yes” to Question #11, please indicate WHY the referral wasn’t a good match?
14. Does your program offer a drop in? If yes, how many individuals did you support through your drop in programming this quarter?
15. Does your program offer 1:1 peer support in addition to the drop in?
16. If you answered “Yes” to Question #15, how many people received 1:1 peer support?
17. Does your program offer support groups to REFERRED individuals? If yes, how many individuals did you support this quarter through your support groups?
18. Does your program offer workshops to REFERRED individuals? If yes, how many workshops did your program provide to referred individuals this quarter?
19. Does your program track the number of encounters PSS have/bill for? If yes, how many 1:1 encounters were provided this quarter?
20. Does your program offer outreach activities to the community (outreach activities include efforts to develop referral sources, building informal and formal connections)? If yes, how many outreach activities were provided to the community this quarter?
21. Does your program offer staff training opportunities to your EMPLOYED PDS folks? If yes, how many trainings did your program staff complete this quarter (number of trainings, not number of hours of training, please)?
22. Anything else you’d like to tell Clackamas BHD about your Community and Workforce Development?
23. Does your program collect engagement rate information (engagement rate is determined by number of individuals who had at least 2 “kept” PSS appointments/contacts within 6 weeks of referral)? If yes, what were your engagement number this quarter?
24. What percent of individuals receiving PSS from your program this quarter felt that their overall wellness (whole health) has improved with PSS?
25. What percent of individuals receiving PSS from your program this quarter felt that their quality of life has improved with PSS?
26. What percent of individuals receiving PSS from your program this quarter had an increase in natural supports?
27. What percentage of individuals receiving PSS from your program this quarter felt accepted in their community?
28. What percentage of individuals receiving PSS from your program this quarter reported they would have returned to a higher level of care if not for PSS?
29. If individuals DID return to a higher level of care, what sort of higher level of care did they access? (Choose all that apply)

30. How many families served by your program this quarter were involved with DHS/Child Welfare in some way?
31. How many families served by your program this quarter were involved with Juvenile Justice or Oregon Health Authority in some way?
32. How many individuals serviced by your program this quarter were involved with the adult court system in some way?
33. How many individuals served by your program this quarter were involved with the Mental Health system in some way?
34. How many individuals served by your program this quarter were houseless for any period of time?
35. Is there anything else you'd like to tell Clackamas BHD about how individuals experience your program? Success Stories encouraged!

Oversight

Contractor shall allow County to perform monitoring, audit, and other review processes for the purpose of determining and reporting compliance with the terms and conditions of this Contract.

In the event County identifies any deficiencies or areas for improvement, County shall require Contractor to implement a Quality Improvement Plan to remedy such deficiencies.

Contractor shall respond and comply, in accordance with the specified timeline, to any and all requests from County for information or documentation pertaining to Work under this Contract.

Lack of response to required communications from County or redress of deficiencies or areas of improvement may result in delay of payment to Contractor.

**EXHIBIT L
COMPENSATION**

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$203,223.66**.

Contractor shall be compensated according to the following budget:

BUDGET CATEGORIES	MAXIMUM \$ AMOUNT
CATEGORIES	YEAR 1 - 2023
Personnel	\$77,825.78
Program Supplies & Materials	\$14,548.61
Organizational Supplies, Materials, and Operations (including indirect)	\$9,237.44
TOTAL:	\$101,611.83
CATEGORIES	YEAR 2 - 2024
Personnel	\$77,825.78
Program Supplies & Materials	\$14,548.61
Organizational Supplies, Materials, and Operations (including indirect)	\$9,237.44
TOTAL:	\$101,611.83
MAXIMUM CONTRACT VALUE:	\$203,223.66

- b. Contractor shall submit **itemized monthly invoices by the 10th day of the month** following the month Services were provided. The invoice shall include:

Contract #**10963**,
 Service details,
 Date(s) of service,
 Total amount due for all Services provided during the month, and
 Total amount billed to date by Contractor prior to the current invoice.

If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

All invoices and supporting documentation shall be sent by email or mail to:

BHAP@clackamas.us

Clackamas County Behavioral Health Division
 Accounts Payable
 2051 Kaen Road, Suite #154
 Oregon City, Oregon 97045

When submitting electronically, designate Contractor name and Contract #10963 in the subject of the email.

- c. Payments shall be made to Contractor, within thirty (30) days, following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

EXHIBIT M
CMHP SERVICE ELEMENT MHS 06

MHS 06 – CHOICE MODEL SERVICES

For purposes of this Contract the following definitions apply:

- a. Acute Care Psychiatric Facility or Acute Care Psychiatric Hospital** means a hospital that provides 24 hour-a-day psychiatric, multi-disciplinary, inpatient or residential stabilization, care and treatment, for adults ages 18 years of age or older with serious psychiatric disabilities.
- b. Assertive Community Treatment (ACT)** mean an evidence-based practice designed to provide comprehensive treatment and support services to Individuals with Serious and Persistent Mental Illness (SPMI). ACT is intended to service Individuals who have serious functional impairments and who have not responded to traditional psychiatric outpatient treatment. ACT services are provided by a single multi-disciplinary team, which typically includes a psychiatrist, a nurse, and at least two case managers, and are designed to meet the individual needs of each Individual and to help keep the Individual in the community and out of a structured service setting, such as a residential or hospital care. ACT is characterized by:
 - i.** Low client to staff ratios;
 - ii.** Providing services in the community rather than in the office;
 - iii.** Shared caseloads among team members;
 - iv.** 24-hour staff availability
 - v.** Direct provision of all services by the team (rather than referring Individuals to other agencies); and
 - vi.** Time-unlimited services.
- c. Behavioral Health Treatment** means treatment for mental illness, substance use disorders, or problem gambling.
- d. County of Responsibility (COR)** mean the county in which an Individual most recently maintained a postal address, or if residence is otherwise indeterminate, the county where the Individual was last present before being transported to an acute psychiatric hospital such as where the Individual was placed on a police officer custody, director's custody or transport custody. Incarceration or placement on an involuntary hold, at OSH or a licensed 24-hour facility, is not to be used to make this determination. OHA will determine COR if there is a disagreement between counties.
- e. Discharge Plan** means a written document prepared by the contractor beginning at admission and updated through the Discharge Planning process which identifies housing, treatment, and other services needed to support the continuity of care necessary to maintain the Individual's stability in the community. This report shall combine information from the Individual, OSH, community providers, recovery plan, and other resources.
- f. Discharge Planning** means a process that begins upon admission to OSH or licensed residential setting and is based on the presumption that, with sufficient supports and services, all Individuals can live in an integrated community setting. Discharge planning is developed and implemented through a person-centered planning process in which the Individual has a primary role in creating, and is based on principles of self-determination.

- g. Exceptional Needs Care Coordination (ENCC)** mean a process-oriented activity to facilitate ongoing communication and collaboration with the Individual to arrange Services appropriate to their needs, preferences and choices. These functions include, but are not limited to:
- i.** Facilitating communication between the Individual, family, natural supports and community resources, involved providers and agencies;
 - ii.** Organizing, facilitating and participating in interdisciplinary team (IDT) meetings when the Individual is in the community;
 - iii.** Emphasizing discharge planning in IDT meetings at OSH by collaborating with IDT members, providing recommendations towards discharge preparation and sharing revisions of the Discharge Plan;
 - iv.** Providing for continuity of care by creating linkages to and managing transitions between levels of care and transitions for adults with SPMI; and
 - v.** Facilitating all referrals from OSH with the goal of providing oversight and care coordination for Adults with SPMI.
- h. Face-to-Face** means a personal interaction where both words can be heard and facial expressions can be seen in person or through telehealth services where there is a live streaming audio and video.
- i. Home and Community-Based Services (HCBS)** means the 1915 (i) state Medicaid plan amendments that allows for the use of Medicaid funding for home-based habilitation, behavioral habilitation, and psychosocial rehabilitation services for qualified Medicaid recipients who have been diagnosed with a mental illness.
- j. Home CCO** means enrollment in a Coordinated Care Organization (CCO) in a given service area, based upon an Individual's most recent permanent residency, determined at the time of original Oregon Health Plan eligibility determination or current point of CCO enrollment prior to hospitalization per enrollment requirements in OAR 410-141-3000 (40) and OAR 410-141-3060.
- k. Individual or Client** means, with respect to a particular Service, any person who is enrolled in that Service, in whole or in part, with payments provided under this Contract.
- l. In-Reach Services** means services delivered by community-based service providers to an Individual while at the Oregon State Hospital (OSH) or Acute Care Psychiatric Hospital to:
- i.** Maintain the Individual's connection to ongoing services and supports;
 - ii.** Assist with stabilization and discharge planning; and
 - iii.** Provide transition support for Individuals determined Ready to Transition from the OSH or determined appropriate for diversion from OSH while in an Acute Care Psychiatric Hospital.
- m. Integrated Setting** means a setting that enables Individuals with disabilities to interact with non-disabled persons to the fullest extent possible. Integrated settings are those that provide Individuals with disabilities opportunities to live, work, and receive services in the greater community, like Individuals without disabilities. Integrated settings are:
- i.** Located in mainstream society;
 - ii.** Offer access to community activities and opportunities at times, frequencies, and with persons of an Individual's choosing;
 - iii.** Afford Individuals choice in their daily life activities; and

- iv. Provide Individuals with disabilities the opportunity to interact with non-disable persons to the fullest extent possible.
- n. **Long-Term Psychiatric Care (LTPC)** means inpatient psychiatric services delivered in an Oregon State-operated Hospital after:
 - i. Usual and customary care has been provided in an acute inpatient hospital psychiatric care setting;
 - ii. The Individual continues to be successful in an alternative setting; and
 - iii. The Individual continues to need psychiatric hospitalization services.
- o. **Oregon State Hospital (OSH)** means any campus of the Oregon State Hospital system.
- p. **Peer Delivered Services** means community-based services and supports provided by peers, and peer support specialists, to Individuals or family members with similar lived experience. These services are intended to support Individuals and families, to engage Individuals in ongoing treatment, and to live successfully in the community.
- q. **Ready To Transition (RTT)** means that, consistent with the scope of the order of commitment, the Individual's discharge planning team has determined that a placement in the community is the most integrated setting appropriate for the Individual, and that the Individual was subject to a discharge planning process consistent with the definition in the Oregon Performance Plan, and as described in OAR 309-091-0035.
- r. **Recovery** means a process of change through which Individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.
- s. **Recovery Plan** means a written document created by the Individual and facilitated by a peer support specialist, or an alternative as determined by the Individual, to help identify the Individual's strengths (e.g. knowledge gained from dealing with adversity, personal or professional roles, talents, personal traits) that can act as resources to the Individual and the Individual's recovery planning team in pursuing personal and treatment goals.
- t. **Serious and Persistent Mental Illness (SPMI)** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM-V) of the American Psychiatric Association diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age or older:
 - i. Schizophrenia and other psychotic disorders;
 - ii. Major depressive disorder;
 - iii. Bipolar disorder;
 - iv. Anxiety disorders limited to OCD (Obsessive Compulsive Disorder) and PTSD (Post Traumatic Stress Disorder);
 - v. Schizotypal personality disorder; or
 - vi. Borderline personality disorder.
- u. **Supported Housing** means permanent housing with tenancy rights and support services that enables Individuals to attain and maintain integrated affordable housing. Support services offered to Individuals living in supported housing are flexible and are available as needed and desired, but are not mandated as a condition of obtaining tenancy. Individuals have a private and secure place to make their home, just like other members of the community, with the same rights and responsibilities. Supported Housing enables Individuals with disabilities to interact with individuals without disabilities to the fullest extent possible. Supported Housing is scattered site housing. To be considered Supported Housing, for buildings with two or three units, no more than one unit may be used to provide Supported Housing for Individuals with SPMI who are referred by OHA or its contractors, and for buildings or complexes with four or more units, no more than 25% of the units in a building or complex may be used to

- provide Supported Housing for Individuals with SPMI who are referred by OHA or its contractors. Supported Housing has no more than two Individuals in a given apartment or house, with a private bedroom for each Individual. If two people are living together in an apartment or house, the Individuals must be able to select their own roommates. Supported Housing does not include housing where providers can reject Individuals for placement due to medical needs or substance abuse history.
- v. **Voluntary by Guardian** means that an Individual's legal guardian has signed consent for admission to an acute psychiatric facility, Oregon State Hospital, or licensed residential facility.

1. Service Description

- a. Contractor shall offer oversight and care coordination for Adults with SPMI, as follows:
 - i. Facilitate access to quality, individualized community-based services and supports so that Individuals with SPMI are served in the most integrated setting possible; and
 - ii. Facilitate effective utilization of services and facility-based care in the community.
- b. Contractor shall identify anticipated capacity needs across the system and communicate with Coordinated Care Organizations (CCO), Community Mental Health Programs (CMHP), and Oregon Health Authority (OHA).
- c. The Contractor's service area shall align primarily with the Home CCO and when no CCO is identified or the Home CCO has multiple MHS 06 Services contractors, then the service area will align with the COR as follows:
 - i. Home CCO is the designated service area for Individuals who are:
 - 1. CCO enrolled members;
 - 2. CCO members at the time of referral to Oregon State Hospital (OSH); or
 - ii. COR is the designated service area for Individuals who are:
 - 1. Fee-For-Service Medicaid Eligible;
 - 2. Uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program;
 - 3. Undocumented;
 - 4. Privately insured;
 - 5. Funded through Veterans administration; or
 - 6. Other as approved by OHA.
- d. Service Population
 - i. Individuals who meet the following criteria, shall be offered Services through MHS 06 Services:
 - 1. Have been civilly committed and admitted to OSH under ORS Chapter 426;
 - 2. Have been civilly committed under ORS Chapter 426 and are referred to or at risk of being referred to OSH;
 - 3. Admitted to OSH under guardian authorization; secured or non-secure licensed residential facility as defined in ORS 443.400 including licensed programs designated specifically for young adults in transition:

4. Are residing in a licensed adult foster home, as defined in ORS 443.705, due to SPMI; or
 5. As directed by OHA.
- ii. Individuals who, due to SPMI, meet the following criteria shall also be offered Services per Contractor's policies and procedures in Choice Model Services:
1. Are placed on outpatient commitment pursuant to ORS 426.127;
 2. Are placed in assisted outpatient treatment pursuant to ORS 426.133;
 3. Have transitioned from civil commitment pursuant to ORS 426.060 within the past 12 months;
 4. Have been found to lack fitness to proceed pursuant to ORS 161.370;
 5. Will end jurisdiction within the next six months or ended jurisdiction under the Psychiatric Security Review Board (PSRB) within the past 12 months;
 6. Have been determined service eligible through the Department of Human Services (DHS), either through Aging & People with Disabilities (APD) or Intellectual/Developmental Disabilities (I/DD) Divisions to support the Behavioral Health Treatment service needs of Individuals determined service eligible for APD or I/DD; or
 7. Are at risk of meeting the above criteria without supports offered through Choice Model Services.
- e. Services
- i. Exceptional Needs Care Coordination as appropriate to the needs, preferences, and choices of each individual.
 - ii. Behavioral Health Treatment services and supports not funded through other sources including, but not limited to:
 1. Medicaid
 2. Medicare
 3. County Financial Assistance Agreements; or
 4. CCO Contracts.
 - iii. Activities to remove barriers and facilitate access to integrate services and supports, which are not funded through other sources. Especially when Individuals are being discharged from OHS and when establishing residence in Supported Housing. These activities may include, but are not limited to:
 1. Room and board payments;
 2. Rental assistance, security deposits, and application fees;
 3. Utility payments and deposits;
 4. Prescription or over-the-counter medications and medical supplies not covered by Medicaid or other sources;
 5. Transportation;
 6. Activities to facilitate the securing of guardianship services, including but not limited to:
 - a. Paying the costs of:
 - i. Court hearing to determine the necessity, continuation, or termination of a guardianship.
 - ii. Guardianship services to make decisions related to overseeing the care and supervision of an Individual.

- b. If guardianship is expected to continue beyond a transitional period of time (6 months or less), than other payment options should be sought in order to maintain guardianship services.
 - 7. Activities to facilitate the securing of representative payee services; or
 - 8. Peer Delivered Services.
 - iv. Gather documents such as the Community Questionnaire, develop a preliminary discharge plan from OSH and sign for final authorization for the Long-Term Psychiatric Care referral
 - v. Other services and supports necessary to facilitate provision of services in the most integrated setting and the prevention of admission to higher levels of care.

2. Performance Requirements

- a. Contractor shall provide the following services:
 - i. Exceptional Needs Care Coordination for Individuals served in Choice Model Services to facilitate access to services in the most integrated setting appropriate to the Individual's needs and strengths, including;
 - 1. Care coordination and Discharge Planning for Individuals receiving services in licensed residential programs, even when placed outside the Contractor's service area.
 - 2. Facilitate access to community-based rehabilitative mental health treatment services that are recovery-oriented, culturally responsive, and geographically accessible.
 - 3. Facilitate access to Peer Delivered Services.
 - 4. Serve as the Single Point of Contact (SPOC) (OAR 309-019-0225) for all referrals from OSH to Assertive Community Treatment as described in OAR 309-019-0225 (25) Definition of SPOC in ACT Admission Process 309-019-0248.
 - 5. Collaborate with Acute Care Psychiatric Hospitals to divert Individuals approved for LTPC from admission to OSH and toward community-based services and supports, when indicated to be appropriate.
 - 6. Collaborate with the DSH, APD and I/DD Divisions to support the Behavioral Health Treatment service needs of Individuals determined service eligible for APD or I/DD.
 - 7. Coordinate the transition from forensic services for Individuals ending jurisdiction under the PSRB within six months and who will be served in Choice Model Services.
 - 8. Coordinate the transition from forensic services for Individuals found to lack fitness to proceed pursuant to ORS 161.370 and who will be enrolled in Choice Model Services; and
 - 9. Serve as a resource for community partners and service agencies in locating local community-based Behavioral Health Treatment services and supports.
 - ii. Facilitate transition for Individuals with SPMI out of hospital settings and into the most integrated community settings by completing the following:
 - 1. Hold a face-to-face meeting with each Individual within the Contractor's service area being referred to OSH from Acute Care Psychiatric

Hospitals prior to being referred but no later than 72 hours from the date of approval for LTPC to identify services and supports necessary for community-based stabilization, and facilitate access to those services and supports in order to divert Individuals from admission to OSH whenever possible.

2. Hold a face-to-face meeting with each Individual within the Contractor's service area who is civilly committed, and to the extent practical for Voluntary by Guardian, admitted to OSH within seven calendar days of admission.
3. Participate in OSH IDT meetings for each Individual within the Contractor's service area to update the Discharge Plan and to coordinate appropriate community-based services and supports.
4. Arrange, advocate, and coordinate appropriate In-Reach Services from CCOs and community providers who are delegated or identified as having responsibility for providing mental health services upon discharge.
5. Facilitate development of an initial Discharge Plan with ten (10) calendar days of admission to OSH and update the plan as appropriate after each IDT or discharge planning meeting with the Individual.
6. Coordinate and facilitate access to community-based resources of those civilly committed at OSH to support discharge from OSH within 72 hours of being determined RTT whenever possible for Individuals with SPMI who have been civilly committed, ensuring that:
 - a. No less than 90% of Individuals shall be discharged within twenty (20) calendar days of being determined RTT.
 - b. If not discharged within the above timeframe then each Individual shall be discharged no later than sixty (60) calendar days from the date placed on RTT.
7. Collaborate with OSH to verify that entitlement enrollments (e.g. Medicaid, Medicare, SSI/SSDI) are in place and anticipated to be active upon discharge.
8. For Individuals not receiving Choice Model Services directly, collaborate and serve as a resource to support Discharge Planning for Individuals;
 - a. Determine services eligible for APD or I/DD;
 - b. Under the jurisdiction of ORS 161.370 to determine fitness to proceed; or
 - c. Under the jurisdiction of the PSRB.

3. Reporting Requirement

Contractor shall provide timely and relevant information to County as needed to enable County to submit reports to the State of Oregon on the delivery of all Services supported with funds provided through this Contract.

4. Confirmation of Performance and Reporting Requirements

Contractor shall be required to demonstrate through the data properly reported in accordance with the “Reporting Requirements” section above and any reporting requirement contained in Exhibit B, Scope of Work, of this Contract, how funds provided for MHS 06 Services were utilized consistent with the terms and limitations herein to meet the performance requirement of this Service Description, and that the Contractor may be subject to the monitoring and review of performance requirements and quality measures by OHA.

