



**REQUEST FOR PROPOSALS #2018-116**

**FOR**

**BEHAVIORAL HEALTH PEER DELIVERED SERVICES**

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair  
SONYA FISCHER, Commissioner  
KEN HUMBERSTON, Commissioner  
PAUL SAVAS, Commissioner  
MARTHA SCHRADER, Commissioner

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Donald Krupp  
County Administrator

George Marlton  
Procurement Division Director

Peter Madaus  
Analyst

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

DATE: November 15, 2018

TIME: 2:00 PM, Pacific Time

PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045

**SCHEDULE**

Request for Proposals Issued.....	November 8, 2018
Protest of Specifications Deadline.....	November 14, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	November 12, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	November 15, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January 1, 2019

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**SECTION 1  
NOTICE OF REQUEST FOR PROPOSALS (RFP)**

Notice is hereby given that Clackamas County (“County”) through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, November 15, 2018** (“Closing”), to provide **Behavioral Health Peer Delivered Services**. No Proposals will be received or considered after that time.

In the interest of facilitating the submission of responsive proposals for all projects included in RFP #2018-116, this RFP is essentially a re-issue to include only Projects 7 and 8 as detailed below.

As a result of this RFP, the County intends to enter into contracts for the two (2) Behavioral Health Peer Delivered Services projects (“Project”) listed below in “Table 1.0” and further specified in “Section 3” of this RFP:

<b>Table 1.0</b>	
<i>Project</i>	<i>Not to Exceed 3.5 Year Budget</i>
Project 7: Children and Families – Family Navigator / Emergency Room Diversion	\$342,500.00
Project 8: Adult Peer Delivered Services – Peer Support for Opioid Overdose Survivors	\$287,500.00
*The “Not to Exceed 3.5 Year Budgets” amounts shall be included in proposal responses and shall not be construed to guarantee or represent the total contract value for any contracts that might result from this RFP.	

Each proposer entity shall only submit one proposal package in response to this RFP. This RFP is structured to allow proposer entities to include multiple Projects in one proposal package should they choose to do so. The resulting contract(s) from this RFP shall include a one and a half (1.5) year initial term with one (1) mutual renewal option for two (2) additional years.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us) or sent to Clackamas County at the above Kaen Road address.

Contact Information

All communications with the County regarding this RFP shall only be directed to **Peter Madaus**, [pmadaus@co.clackamas.or.us](mailto:pmadaus@co.clackamas.or.us), (503) 742-5451.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the Project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer(s) in “Notice of Intent to Award” letter(s). Identification of the apparent successful Proposer(s) is procedural only and creates no right of the named Proposer(s) to award of the contract. Competing Proposer(s) will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from

the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. Written protests shall specify the Project(s) listed under Section 3 of this RFP to which the protest applies. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer(s) and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer(s); OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer(s) as nonresponsive, if such Proposer(s) is unable to demonstrate that its Proposal(s) complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name new apparent successful Proposer(s); OR
- c. reject all Proposals and cancel the procurement in whole, or with respect to any single Project or group of Projects named under Section 3 of this RFP.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer(s) to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer(s) in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer(s) are selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.



**SECTION 3  
SCOPE OF WORK**

**3.1. INTRODUCTION**

Clackamas County’s Behavioral Health Division (“Behavioral Health”) is seeking qualified programs and organizations to provide peer delivered support services in the areas of mental health and substance use. Services are to be provided within Clackamas County (“County”) and serving adults, children, youth, and families residing in the County or individuals moving to the County upon release from a correctional facility, juvenile detention facility, psychiatric or substance use treatment in-patient facility, or hospital. The County intends to enter into multiple contracts as a result of this solicitation.

In submitting a response to this RFP, the proposer certifies that paid staff providing services under any contract issued will be paid a living wage and receive appropriate benefits.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

**3.2 BACKGROUND**

Since 2010, Behavioral Health has consistently worked to create a comprehensive Peer Delivered Services System of Care. We support a system of care that promotes a family’s and individual’s resiliency and recovery from mental health and substance use. Behavioral Health believes peer support is a critical element of recovery. Peer Services supports this system by ensuring individuals and families with children are empowered and drive the process of reaching and sustaining recovery, wellness, and resilience while building an inclusive community.

The outcome of this RFP process will be the availability of an array of peer delivered support services reaching a broad population of adults, youth and young adults in transition, family members and caregivers. These services will be provided to individuals and families who may also require support within other systems such as corrections, addictions, juvenile justice, child welfare, and others.

Please read this RFP carefully as Clackamas County seeks to fulfill multiple lines of peer support services. The Scopes of Work for each peer support service covered under this RFP are individually outlined in this Section. The peer support services are:

Project 7: Children and Families – Family Navigator / Emergency Room Diversion
Project 8: Adult Peer Delivered Services – Peer Support for Opioid Overdose Survivors

Proposers may submit a proposal for one or more of the above Projects. If Proposer submits a proposal for more than one Project, the proposal must be very clear and complete for each Project and follow instructions in Section 5.

### **3.3. SCOPE AND EXPECTATIONS FOR ALL PROJECTS**

#### **3.3.1. STAFF STANDARDS**

Contractor shall complete the following for all staff:

- A successful criminal history records check through the State of Oregon Background Check Unit (“BCU”) compliant with ORS Chapter 181 and OAR 407-007-0000 to OAR 407-007-0370.
- Positive clearance through the General Services Administration System for Award Management (“SAM”) at time of hire and monthly thereafter; and
- Positive clearance through the Office of Inspector General’s (“OIG”) List of Excluded Individuals/Entities at time of hire and monthly thereafter.
- Review appropriate education and academic degrees;
- Review licenses or certificates, as required;
- Review relevant work history or qualifications;
- Document and certify that the staff’s education, experience, competence, and supervision are adequate to permit the staff to perform the assigned duties.

In addition, Contractor shall ensure all staff with direct one-on-one contact with the County residents:

- 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.

County will provide technical assistance to Contractor on exclusion process through SAM and OIG, upon which time, the County will delegate to the Contractor the responsibility of exclusion checks. County may review Contractor’s adherence to exclusion checks during routine contract compliance monitoring.

Contractor shall not permit any person to provide services under this Contract if that person is listed on the non-procurement portion of the General Service Administration’s SAM in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension” (2 CFR Part 180).

In addition, Contractor shall not permit any person to provide services under this Contract who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 “Program Integrity – Medicare and State Health Care Programs Subpart B”.

If Contractor is unable to adhere with requirements listed, Contractor shall communicate directly with Clackamas County’s Peer Services Coordinator a plan for meeting contract requirements.

#### **3.3.1. REPORTING REQUIREMENTS**

Behavioral Health’s Peer Delivered Services has developed the following general outcome measures that must be reported to the County on a quarterly basis.

Individuals Served:

- Number of individuals served during the reporting period.
- Number of new individuals served during the reporting period.
- Number of individuals who concluded support services during the reporting period.

Experience of Services:

- Does the individual feel they would have returned to a higher level of care or to a corrections setting if not for Peer Delivered Services?
- Does the individual feel their quality of life has improved overall?
- Has there been an increase in natural supports?

Training, Workshops, Support Groups:

- Number of continuing education/training programs or classes attended by Peer Support Specialists during the quarter.
- Number of workshops, support groups, or presentations provided for individuals receiving peer support services.
- Number of outreach activities conducted to inform and engage community partners and potential referral sources about the role of Peer Support Specialists and the Support Services available.

These reporting requirements will be included in any contract awarded. There may be additional reporting requirements dependent on the type of funding available for the contract and the specific type of peer support being provided through the contract. Please review the sample contract and exhibits associated with the program(s) for which you would like to propose to find additional reporting and related requirements.

### **3.4. PROJECT SPECIFIC SCOPE AND EXPECTATIONS**

#### **3.4.1. PROJECT 7: CHILDREN AND FAMILIES – FAMILY NAVIGATOR / EMERGENCY ROOM DIVERSION**

**Budget:**

\$342,500.00 maximum for three and a half (3.5) years. Use funding level when determining the scope of services.

**Target Populations:**

Provide support to families entering the Emergency Department (“ED”) within the County for a child experiencing a mental health crisis.

**Service Components:**

Please provide a plan for providing the following services/supports:

- Assistance, attendance and/or participation in supportive services for parents/caregivers navigating ED services.
- System navigation services and supports.
- Ongoing local resource information for families to access independently.
- Support of the development of and connection of families to natural supports within their community.
- Family Navigator will be required to collaborate closely with hospital systems and other system partners.

**Staffing:**

- 1.0 FTE Family Navigator

### **3.4.2. PROJECT 8: ADULT PEER DELIVERED SERVICES – PEER SUPPORT FOR OPIOID OVERDOSE SURVIVORS**

#### **Budget:**

\$287,500.00 maximum for three and a half (3.5) years. Use funding level when determining the scope of services.

#### **Target Populations:**

Adults having recently survived an opioid overdose that require a response by emergency medical services in the County.

#### **Service Components:**

Please provide a plan for providing the following services/supports:

- 1:1 peer support for recent survivors of an opioid overdose who may or may not currently be in recovery
- Referrals to community resources
- “Bridging services” to those wanting to access treatment and other recovery supports
- SUD system navigation supports
- Assistance to individuals in identifying wellness and recovery goals
- Document supports provided to each individual
- Collaborating with diverse stakeholders in the community and others within the Health, Housing, and Human Services Department.

#### **Staffing:**

- 1.0 FTE Peer Support Specialist in recovery from an opioid addiction and preferably with mental health lived experience.
- This position is partnered with a community paramedic team and will be working with American Medical Response, Inc. and Clackamas Fire.

### **3.5. TERM OF CONTRACT:**

The term of the contract shall be from the effective date through **June 30, 2020** with the option for one (1) additional two (2) year renewal thereafter subject to the mutual agreement of the parties.

Throughout the term of the resulting contracts, the funding sources for the Project may increase or decrease. As applicable to each Project, the County reserves the right to issue amendments to the resulting contracts and either increase or decrease the budget and thereby adjust the service level accordingly. Any such decrease or increase shall also take into account the need for services, performance under the contract, and other factors related to the County’s best interest.

The fees proposed shall be fixed for the initial term of the contract (through June 30, 2020). For the renewal discussions, the County may consider a budgetary increase limited to the percentage reflected by the latest measurement of the Consumer Price Index, West Region (<https://www.bls.gov/regions/west/home.htm>). The County’s budgetary increase considerations may include factors such as availability of funding, the County’s best interest, and other factors as determined by the County.

**3.6. SAMPLE CONTRACT:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

Any contracts resulting from this RFP shall include insurance requirements which shall meet or exceed any and all applicable requirements as set forth in the below exhibits:

- Exhibit A Definitions (CMHP)
- Exhibit B Definitions (OHP)
- Exhibit C Insurance (CMHP)
- Exhibit D Insurance (OHP)
- Exhibit E CMHP Required Provider Contract Provisions
- Exhibit F CHMP Required Federal Terms & Conditions
- Exhibit G OHP Required Federal Terms & Conditions
- Exhibit H CMHP Service Element – MHS 20
- Exhibit I CMHP Service Element – MHS 37 EDD
- Exhibit J CMHP Service Element – MHS 25
- Exhibit K CMHP Service Element – MHS 66
- Exhibit L Performance Standards
- Exhibit M Certification Statement for Independent Contractor
- Exhibit N Qualified Service Organization Business Associate Agreement
- Exhibit O Business Associate Agreement
- Exhibit P CMHP Service Element MHS 37 Jail Diversion

<b>CONTRACT EXHIBITS FOR EACH PROJECT</b>	
<b>Project</b>	<b>Required Exhibits</b>
<b>7. Children and Families – Family Navigator / Emergency Room Diversion</b>	A, C, E, F, I, L, M, N
<b>8. Adult Peer Delivered Services – Peer Support for Opioid Overdose Survivors</b>	B, D, G, L, M, N

All Exhibits are subject to change and/or amendment (e.g., as required by County’s funding sources).

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals independently by Project in accordance with the below criteria. The evaluation committee may recommend awards on a Project-by-Project basis based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers for each Project. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of contracts to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to different Proposers, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points Available:</u>
General Information (Section 5.4.)	0-30
Program Design (Section 5.5. A.)	0-40
Workshops/Support Groups/Training (Section 5.5. B.)	0-40
Staffing Plan and Development (Section 5.5. C.)	0-35
Quality Assurance (Section 5.5. D.)	0-30
Budget (Section 5.5. E.)	0-25
<b>Available points</b>	<b>0-200</b>

**4.3** Once selections have been made, the County will enter into contract negotiations. During negotiations, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contracts. The negotiations will identify a level of work and associated fee that best represent the efforts required. If the County is unable to come to terms with the highest scoring Proposer for each Project, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple Projects and the County deems it is in its interest to not authorize any particular Project, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer for each Project.

**SECTION 5  
PROPOSAL CONTENTS**

**5.1. Vendors must observe submission instructions and be advised as follows:**

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

**5.1.2.** Mailing address including Hand Delivery, US Mail, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director  
 Clackamas County Public Services Building  
 2051 Kaen Road  
 Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

**5.2. PROPOSALS**

**Provide in order the information as specified in sections 5.3., 5.4., 5.5., 5.6., 5.7., and 5.8. below:**

**5.3. PROPOSED PROJECT(S) COVER PAGE**

Using the following table format, indicate which Project or Projects are included in your proposal:

<i>Project</i>	<i>Included in Proposal*</i>
Project 7: Children and Families – Family Navigator / Emergency Room Diversion	
Project 8: Adult Peer Delivered Services – Peer Support for Opioid Overdose Survivors	
<i>*Any mark in this column, such as a checkmark or an “X”, indicates that the Project listed in the corresponding row shall be included in the Proposal. Blank rows in this column shall indicate that the Project listed in the corresponding row shall not be included in the proposal. The County shall, at its sole discretion, determine which Project or Projects are included with each proposal.</i>	

**5.4. General Information (0-30 Points, Page Limit 3 pages plus Organizational Chart)**

Proposals must include the following general organizational information. **Proposals that include more than one Project shall only include one (1) “General Information” response.** Please describe or provide

- Organization’s mission statement and organizational goals.
- Organization’s history, relevant experience and capacity to provide peer support services of similar scope and type to those listed in the projects included in your proposal.
- Current relationships with system partners your organization may have such as, police, hospitals, and other community support organizations as relevant to the Projects included in your proposal.
- Ability, if any, to document services electronically.
- Organizational Chart and a clear description of the management and governance of the organization. (include as attachment)

## **5.5. Service Information:**

Proposals must include the following information related to the provision of peer delivered support services. **Proposals that include more than one Project must include a separate response to section “5.5 A.”, “5.5 B.” and “5.5 E.” for each Project that the proposal includes.** For example, a proposal that includes two (2) Projects, must include two (2) separate responses (one for each Project) including the information as specified in section “5.5 A.”, “5.5 B.”, and “5.5 E.”.

### **A. Program design, strategy, and capacity (0-40 Points, Page limit 4)**

Please describe the following:

- Where services would be provided in Clackamas County.
- The peer support philosophy including the rationale and research used to support the model.
- The plan and/or planning process used to ensure the scope of individual peer services and supports are defined and driven by the individual receiving the support.
- Any training provided and/or certification(s) of peer support staff, paid or unpaid.
- How you identify the target population to be served (i.e. children, youth/young adults in transition, adults, families, older adults), experience serving this population and capacity to serve the population, including the number of individuals and/or families to be served.
- Your organization's ability to provide culturally-responsive services including services to persons whose primary language may not be English.

### **B. Workshops, Support Groups, and Training (0-40 Points, Page limit 3)**

Please describe the following:

- Any workshops the organization is able to provide for people receiving support services or for the broader community. These workshops may include, but are not limited to, classes providing education on specific mental health diagnosis; informational classes on community resources; supportive employment or housing; alternative pathways to recovery, etc.
- Support groups the organization is able to provide for people receiving support services or to the broader community. These groups may include, but are not limited to Hearing Voices groups; AA, NA, DDA, or other anonymous groups supporting sobriety; group support for depression, anxiety, and other mental health conditions, etc.
- Trainings offered by the organization that benefits the peer support specialist workforce. These trainings may include, but are not limited to, training to become a peer support specialist; trauma informed approaches to peer support; leadership skill building; system navigation, etc.

### **C. Staffing Plan and Development (0-35 Points, Page limit 3)**

Please describe the following:

- Supervision procedures and support for staff, both paid and unpaid.
- How your organization identifies and assures that peer providers have lived experience relevant to the role of peer providers.
- Opportunities for peer providers to network and receive support from other peer providers.
- How your organization promotes self-care and provides specific accommodations when necessary.
- Job descriptions of those providing direct services as well as their direct supervisors.
- Plan for training and staff development.

### **D. Quality Assurance (0-30 Points, Page limit 3)**

Please describe the following:

- Organizational outcome measures, if established, and how are they measured and monitored
- Organization's process for protecting client confidentiality. Do you have a written policy addressing this topic?



- Organization’s process for handling internal and external grievances. Do you have a written policy addressing this topic?
- Organization’s process for ensuring continuous quality improvement.
- Plan for organizational sustainability.

**E. Budget Proposal (0-25 Points, Page limit 2)**

Please complete and submit **one provided “Budget Form” for each proposed Project** (e.g., if your proposal includes two (2) Projects, complete two separate budget forms - one for each Project). An electronic version of the “Budget Form” can be found at the following website:  
<https://www.clackamas.us/bids>

**Each budget form shall only include the proposer’s budget to deliver one Project.** Budget forms shall not reflect the costs that assume multiple Projects have been awarded. If multiple Projects are awarded to a single proposer, any resulting budgetary adjustments shall be made in the course of contract negotiations. Please review the sample contract and exhibits applicable to the Project(s) included in your proposal to guide the formation of your budget. For example, if exhibits applicable to your proposed Projects include allowable cost requirements, you might review them to ensure that your budget reflects a spending plan that is compliant with allowable cost requirements.

**5.6. Fees**

Please complete and submit the provided Budget Form. List the not-to-exceed amount you propose for each category indicated in the form. Monthly fees under contracts resulting from this RFP shall be calculated by dividing the budget for the initial contract term by the number of months it encompasses. Fees for renewed contracts resulting from this RFP will be calculated according to renewal negotiations and/or the conditions outlined in “Section 1” of this RFP.

**5.7. References**

Provide up to three (3) references from clients your firm has served similar to the County, preferably in the past three (3) years, for whom Proposer has provided services that are similar in nature to those included in your organization’s proposal. Provide the name, address, email, and phone number of the references.

**5.8. Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**2018-116 BEHAVIORAL HEALTH PEER DELIVERED SERVICES**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

**(h)** That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

**(i)** That the Proposer is legally qualified to contract with the County.

**(j)** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_

Oregon Business Registry Number \_\_\_\_\_

Contractor's Authorized Representative:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Manager:

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SECTION 6  
CONTRACT EXHIBITS**

**6.0. OVERVIEW AND APPLICABILITY**

Section 6 contains Exhibits that are both included in this RFP and intended to be included with any contracts resulting from this RFP. As such, these Exhibits contain important information and requirements pertaining to the Projects for which this RFP seeks proposals. Please review them carefully as you contemplate responses to this RFP. These Exhibits are subject to addition, removal, change and amendment (e.g., as required by County’s funding sources) at any time. The below Exhibit Chart and Exhibit List indicate which Exhibits are applicable to each Project included in this RFP.

**6.0.1. Exhibit Chart:**

<b>CONTRACT EXHIBITS FOR EACH PROJECT</b>	
<b>Project</b>	<b>Required Exhibits</b>
<b>7.</b> Children and Families – Family Navigator / Emergency Room Diversion	A, C, E, F, I, L, M, N
<b>8.</b> Adult Peer Delivered Services – Peer Support for Opioid Overdose Survivors	B, D, G, L, M, N

**6.0.2 Exhibit List:**

- Exhibit A      Definitions (CMHP)
- Exhibit B      Definitions (OHP)
- Exhibit C      Insurance (CMHP)
- Exhibit D      Insurance (OHP)
- Exhibit E      CMHP Required Provider Contract Provisions
- Exhibit F      CHMP Required Federal Terms & Conditions
- Exhibit G      OHP Required Federal Terms & Conditions
- Exhibit H      CMHP Service Element – MHS 20
- Exhibit I      CMHP Service Element – MHS 37 EDD
- Exhibit J      CMHP Service Element – MHS 25
- Exhibit K      CMHP Service Element – MHS 66
- Exhibit L      Performance Standards
- Exhibit M      Certification Statement for Independent Contractor
- Exhibit N      Qualified Service Organization Business Associate Agreement
- Exhibit O      Business Associate Agreement
- Exhibit P      CMHP Service Element – MHS 37 JAIL

**EXHIBIT A**  
**DEFINITIONS (CMHP)**

Whenever used in this Contract, the following terms shall have the meanings set forth below:

“Allowable Costs” means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Contract.

“AMH” means the former Addictions & Mental Health Division of the State of Oregon, now known as the Department of Human Services of the State of Oregon (DHS).

“Client” or “Individual” means with respect to a particular service provided by Contract any individual receiving that service, in whole or in part, with funds provided under this Contract.

“Community Mental Health Program” or “CMHP” means a centrally organized and coordinated program of services for persons with mental and emotional disorders, developmental disabilities, and addiction dependencies operated by, or contractually affiliated with a LMHA and operated in a specific geographic area of the State of Oregon.

“Community Outcome Management and Performance Accountability Support System” or “COMPASS” means the DHS (formally AMH) project to implement a new contracts system, roll out an optional free electronic health records systems (OWITS), and enhance the collection of data through MOTs.

“Contractor” means the entity contracted by the County.

“Coordinated Care Organizations” or “CCO” means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414-625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members.

“County” means Clackamas County, a political subdivision of the State of Oregon.

“DHS” means the Department of Human Services of the State of Oregon, formerly known as the Addictions & Mental Health Division (AMH).

“Intergovernmental Agreement” means the 2017-2019 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between the State of Oregon, acting by and through its Oregon Health Authority and Clackamas County, as amended from time to time.

“LMHA” means Local Mental Health Authority.

“Measures and Outcomes Tracking System” or “MOTS” means the DHS (formally AMH) data system that stores client data submitted by Contractor and/or County.

“Mental Health Services” means treatment Services for Individuals diagnosed with serious mental health illness, or other mental or emotional disturbance, posing a danger to the health and safety of themselves or others.

“OAR” means the Oregon Administrative Rules as promulgated by the Oregon Health Authority and as amended from time to time.

“Oregon Health Authority” or “OHA” means the agency within the State of Oregon that is responsible for substance use disorders services, problem gambling prevention and treatment services, children and adult mental health services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.

“OWITS” means Oregon Web Infrastructure for Treatment Services, an optional free electronic health records systems.

“Provider” means a person or entity providing the particular Services, or portion thereof, in this Agreement.

“Provider Contract” or “Provider Agreement” means this Contract or a subcontract to purchase the particular Services, or a portion thereof, in this Contract.

“Trauma Informed Services” means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking mental health and substance use disorders Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.

**EXHIBIT B**  
**DEFINITIONS (OHP)**

Whenever used in this Contract, the following terms shall have the meanings set forth below:

Allowable Costs: Costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this Contract.

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health Division (now known as the Department of Human Services of the State of Oregon [DHS]).

CCO: Coordinated Care Organization is an entity that has been certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care services.

Contractor: The entity contracted by the County.

County: Clackamas County Behavioral Health Division.

Covered Services: Medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of Health Services" and limited in accordance with OAR 410-141-3420, "Billing and Payment" for OHP Members. The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the Clackamas County Health Share of Oregon/Clackamas Participation Agreement and OARs. Covered Services may also refer to authorized services provided to uninsured, indigent clients.

Department: DHS (formally AMH) contracts with County to establish and finance community mental health and addition programs; County, in turn, subcontracts certain services to Contractor.

DHS: the Department of Human Services of the State of Oregon (formerly known as the Addictions & Mental Health Division [AMH]).

Federal Funds: Funds paid to Contractor under this Contract that are received from an agency, instrumentality or program of the Federal government of the United States.

Health Share of Oregon: A Coordinated Care Organization (CCO) serving Oregon Health Plan enrollees of Clackamas, Multnomah, and Washington Counties.

Individual: An individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

Mental Health Services: Treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.

Medicaid: Federal funds received by OHA under the Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of State medical assistance program by OHA.

Miss-expenditure: Money, other than an over-expenditure disbursed to Contractor by County under this Contract and expended by Contractor that:

- (a) is identified by the Federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal government has requested reimbursement by the State of Oregon and whether in the form of a Federal determination of improper use of Federal funds, a Federal notice of disallowance, or otherwise; or
- (b) is identified by the County, State of Oregon or OHA as expended in a manner other than that permitted by this Contract, including without limitation, any money expended by Contractor, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) is identified by the County, State of Oregon or OHA as expended on the delivery of a service that did not meet the standards and requirements of this Contract with respect to that service.

Measures and Outcomes Tracking System (MOTS): the DHS (formally AMH) data system that stores client data submitted by Contractor and/or County.

OAR: Oregon Administrative Rules duly promulgated by the Oregon Health Authority and as amended from time to time.

OHA: The State of Oregon, acting by and through its Oregon Health Authority.

OHP Member: An individual found eligible by a division of the Oregon Department of Human Services to receive services under the OHP (Oregon Health Plan) Medicaid Demonstration Project or State Children's Health Insurance Program and who is enrolled with County as Health Share of Oregon/Clackamas.

Oregon Web Infrastructure for Treatment Services (OWITS): Is 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data, and 2) a system to manage the DSH (formally AMH) services.

Primary Source Verification: Verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner. Examples of primary source verification include, but are not limited to, direct correspondence, telephone verification and internet verifications.

Third Party Resources: Any individual, entity, or program that is, or may be, liable to pay all or part of the cost of any Covered Service furnished to an OHP Member, including but not limited to: private health insurance or group health plan; employment-related health insurance; medical support from absent parents; workers' compensation; Medicare; automobile liability insurance; other federal programs such as Veteran's Administration, Armed Forces Retirees and Dependent Act, Armed Forces Active Duty and Dependents Military Medical Benefits Act, and Medicare Parts A and B; another state's Title XIX, Title XXI or state-funded Medical Assistance Program; and personal estates.

Valid Claim: An invoice, in the form of a CMS 1500 claim form, submitted for payment of covered health services rendered to an eligible client that is submitted within the required 120 days from the date of service or discharge and that can be processed without obtaining additional information from the provider of the service or from a third party. A valid claim is synonymous with the federal definition of a clean claim as defined in 42 CFR 447.45(b).



**EXHIBIT C  
INSURANCE (CMHP)**

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](mailto: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 D  
INSURANCE (OHP)**

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, Health Share of Oregon, 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, Health Share of Oregon, 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, Health Share of Oregon, 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](mailto: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**  
**CMHP REQUIRED PROVIDER CONTRACT PROVISIONS**

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

representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.

- b) **Retention of Records.** Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.
- c) **Expenditure Records.** Contractor shall document the expenditure of all funds paid to Contractor under this Contract. Unless applicable federal law requires Contractor to utilize a different accounting system, Contractor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Contractor under this Contract were expended.
- d) **Client Records.** Unless otherwise specified in this Contract, Contractor shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
  - 1) Client identification;
  - 2) Problem assessment;
  - 3) Treatment, training and/or care plan;
  - 4) Medical information when appropriate; and
  - 5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

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

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



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

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

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

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at [MOTS.Support@state.or.us](mailto:MOTS.Support@state.or.us).

### **3. Alternative Formats of Written Materials.** In connection with the delivery of Services, Contractor shall:

- a) Make available to a Client, without charge to the Client, upon the Client's, the County's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's administrative rules or by the Oregon Health Authority's written policies made available to Contractor.
- b) Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non- English languages in the area served by Contractor.
- c) Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by Contractor.
- d) Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the services and all Contractor contracts related to this Contract. The County may develop its own forms and materials and with such forms and materials the County shall be responsible for making them available to a Client, without charge to the Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the Client or CMHP, in the prevalent non- English language.

- 4. Reporting Requirements.** Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
- a) Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
  - b) All additional information and reports that County or the Oregon Health Authority reasonably requests.
- 5. Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:
- a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
  - b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
  - c) all state laws requiring reporting of client abuse; and
  - d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract.

These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in **Exhibit F** to the certain 2017-2019 Intergovernmental Contract for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services between County and the Oregon Health Authority dated as of July 1, 2017, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 6.** Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
- 7.** To the extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon and Clackamas County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.

8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as defined in this Contract and incorporated herein by this reference.
11. Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the contractor (Claims). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims.
12. Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.
13. Ownership of Intellectual Property.
  - a) Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA and the County will not own the right, title and interest in any intellectual property created or delivered by the Contractor in connection with the Services. With respect to that portion of the intellectual property that the Contractor owns, Contractor grants to OHA and the 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 13.a.(1) on OHA and the County's behalf; and (3) sublicense to third parties the rights set forth in Section 13.a.(1).
  - b) If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then Contractor shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by Contractor in connection with the Services, OHA 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.

**EXHIBIT F**  
**CMHP REQUIRED FEDERAL TERMS AND CONDITIONS**

Contractor shall comply with the following federal requirements. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Contractors shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$150,000 Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C.1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractors shall include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** Contractors shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Contract, Contractor certifies, to the best of the Contractor’s knowledge and belief that:

  - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Contract, and the

extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative Contract.

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

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

Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Subrecipients, as defined in 45 CFR 75.2, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to County within thirty (30) calendar days of completion. If a sub recipient expends less than \$750,000 in a fiscal year beginning on or after December 26, 2014, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** Contractor shall not permit any person or entity to be a provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing Services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any provider to comply with subparagraphs through (vii) above; (ix) Neither Contractor, or any of Contractor's employees, officers, agents may provide any Service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or Contractor's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this

Contract.

10. **Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent Contractor provides any Service in which costs are paid in whole or in part by Medicaid, Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.4(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, providers, and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).
12. **ADA.** Contractor shall comply with Title II of the Americans with Disabilities Act of 1990(codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
14. **Disclosure.**
  - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the

person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. County or OHA reserves the right to take such action required by law, or where County or OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

**15. Special Federal Requirements Applicable to Substance Use Disorders Services for Agencies receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds (CFDA 93.959).**

**a. Order for Admissions:**

- (1) Pregnant women who inject drugs;
- (2) Pregnant substance abusers;
- (3) Other Individuals who inject drugs; and
- (4) All others.

**b. Women's or Parent's Services.** If Contractor provides A&D 61 and A&D 62 Services, Contractor must:

- (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
- (2) Provide or arrange for the following services to pregnant women and women with dependent children:
  - (a) Primary medical care, including referral for prenatal care;
  - (b) Pediatric care, including immunizations, for their children;
  - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
  - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
  - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

**c. Pregnant Women.** If Contractor provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services, Contractor must:

- (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within 48 hours;



- (2) If Contractor has insufficient capacity to provide treatment Services to a pregnant woman, Contractor must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and
  - (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- d. Intravenous Drug Abusers.** If Contractor provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services, Contractor must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
  - (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days;
  - (3) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
    - (a) 14 calendar days after the request for admission to Contractor is made;
    - (b) 120 calendar days after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request; or
    - (c) If Contractor has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the Contractor of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus(HIV) and tuberculosis (TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
- e. Infectious Diseases.** If Contractor provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services Contractor must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from Contractor; and
  - (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Contractor denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
  - (3) For purposes of (2) above, "tuberculosis services" means:

- (a) Counseling the Individual with respect to tuberculosis;
    - (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
    - (c) Appropriate treatment services.
  - f. **OHA Referrals.** If Contractor provides any Substance Use Disorders Services other than A&D 60 Problem Gambling Client Finding Outreach Services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Substance Use Disorders and Problem Gambling Service delivery to persons referred by OHA.
  - g. **Barriers to Treatment.** Where there is a barrier to delivery of any Substance Use Disorder and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:
    - (1) Providing, if needed, hearing impaired or foreign language interpreters.
    - (2) Providing translation of written materials to appropriate language or method of communication.
    - (3) Providing devices that assist in minimizing the impact of the barrier.
    - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
  - h. **Misrepresentation.** Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by County or OHA.
  - i. **Oregon Residency.** Substance Use Disorders Services funded through this Contract, except for A&D 60 Problem Gambling Client Finding Outreach Services, A&D 80, A&D 81, A&D 82 and A&D 83, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
  - j. **Tobacco Use.** If Contractor has Substance Use Disorders Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.
  - k. **Client Authorization.** Contractor must comply with 42 CFR Part 2 when delivering a Substance Use Disorder Service that includes disclosure of Client information for purposes of eligibility determination. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of a Substance Use Disorder Service to that Individual.
16. **Community Mental Health Block Grant (CFDA 93.958).** All funds, if any, awarded under this Contract for Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and Contractor shall comply with those restrictions.
17. **Substance Abuse Prevention and Treatment (CFDA 93.959).** To the extent Contractor provides

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

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

**EXHIBIT G**  
**OHP REQUIRED FEDERAL TERMS AND CONDITIONS**

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all Subcontractors to comply with the following federal requirements to the extent that they are applicable. For purposes of this Contract, all references to federal and State laws are references to federal and State laws as they may be amended from time to time.

**1. Miscellaneous Federal Provisions**

Contractor shall comply and require all Subcontractors to comply with all federal laws, regulations and executive orders applicable to this Contract or to the delivery of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements, Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Section 1557 of the Patient Protection and Affordable Care Act (ACA), (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended; (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900 et. seq.; (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (m) all federal laws requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.

**2. Equal Employment Opportunity**

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

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

If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply and require all Subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and require all Subcontractors to include in all contracts with Subcontractors receiving more than \$100,000, language requiring the Subcontractor to comply with the federal laws identified in this section.

#### **4. Energy Efficiency**

Contractor shall comply and require all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94-163).

#### **5. Truth in Lobbying**

By signing this Contract, the Contractor certifies, to the best of the Contractor's knowledge and belief that:

**a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

**b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

**c.** The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.

**d.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**e.** No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

**f.** No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for

normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

**g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

**h.** No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

## **6. HIPAA Compliance**

The parties acknowledge and agree that each of County and the Contractor is a “covered entity” for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and its implementing federal regulations (collectively referred to as HIPAA). County and Contractor shall comply with HIPAA to the extent that any Work or obligations of County arising under this Contract are covered by HIPAA. Contractor shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this Contract and with HIPAA. Contractor shall comply and cause all Subcontractors to comply with HIPAA and the following:

- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and County for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR Chapter 407 Division 014, or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/cf1/FORMS/>, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.
- b.** HIPAA Information Security. Contractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that client information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this Contract. Security incidents involving client information must be immediately reported to DHS’ Privacy Officer.
- c.** Data Transactions Systems. Contractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS EDT Rules, OAR 410-

001-0000 through 410-001-0200. In order for Contractor to exchange electronic data transactions with OHA in connection with claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.

- d. Consultation and Testing. If Contractor reasonably believes that the Contractor's, County's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the County or OHA HIPAA officer. Contractor, County, or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

## **7. Resource Conservation and Recovery**

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

## **8. Audits**

- a. Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- b. If Contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, Part 8, Section 2.

## **9. Debarment and Suspension**

Contractor shall, in accordance with 42 CFR 438.808(b), not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No.12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

Contractor shall ensure that no amounts are paid to a Provider that could be excluded from participation in Medicare or Medicaid for any of the following reasons:

- a. The Provider is controlled by a sanctioned individual
- b. The Provider has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Social Security Act
- c. The Provider employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one of the following:
  - (i) Any individual or entity excluded from participation in Federal health care programs.
  - (ii) Any entity that would provide those services through an excluded individual or entity.

The Contract prohibits the Contractor from knowingly having a person with ownership of 5% or more of the Contractor's equity if such person is (or is affiliated with a person or entity that is) debarred, suspended, or excluded from participation in federal healthcare programs.

If OHA learns that Contractor has a prohibited relationship with a person or entity that is debarred, suspended, or excluded from participation in federal healthcare programs, OHA:

- a. Must notify DHHS of Contractor's noncompliance;
- b. May continue an existing agreement with the Contractor unless DHHS directs otherwise; and
- c. May not renew or extend the existing contract with the Contractor unless DHHS provides to the State a written statement describing compelling reasons that exist for renewing or extending the Contract, consistent with 42 CFR 438.610.

## 10. Drug-Free Workplace

Contractor shall comply and cause all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to Members. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Contract a copy of the statement mentioned in Paragraph (i) above; (iv) Notify each employee in the statement required by Paragraph (i) above, that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction; (v) Notify OHA within 10 days after receiving notice under Paragraph (iv)



above, from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of Paragraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with Paragraphs (i) through (vii) above; (ix) Neither Contractor, or any of Contractor's employees, officers, agents or Subcontractors may provide any service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Contract.

**11. Pro-Children Act**

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

**12. Non-Discrimination**

Contractor shall comply, and require its Subcontractors to comply, with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Contractor shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

**13. OASIS**

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the Outcome and Assessment Information Set (OASIS) reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to CMS requirements published in 42 CFR 484.20, and such subsequent regulations as CMS may issue in relation to the OASIS program.

**14. Patient Rights Condition of Participation**

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the Patient Rights Condition of Participation (COP) that Hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Contract, Hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.

**15. Federal Grant Requirements**

The federal Medicaid rules establish that OHA and the County are recipients of federal financial assistance, and therefore are subject to federal grant requirements pursuant to 42 CFR 430.2(b). To the extent applicable to Contractor or to the extent OHA and/or the County requires Contractor to supply

information or comply with procedures to permit OHA and/or the County to satisfy its obligations federal grant obligations or both, Contractor must comply with the following parts of 45 CFR:

- a. Part 74, including Appendix A (uniform federal grant administration requirements);
- b. Part 92 (uniform administrative requirements for grants to state, local and tribal governments);
- c. Part 80 (nondiscrimination under Title VI of the Civil Rights Act);
- d. Part 84 (nondiscrimination on the basis of handicap);
- e. Part 91 (nondiscrimination on the basis of age);
- f. Part 95 (Medicaid and CHIP federal grant administration requirements); and
- g. Contractor shall not expend, and Contractor shall include a provision in any Subcontract that its Subcontractor shall not expend, any of the funds paid under this Contract for roads, bridges, stadiums, or any other item or service not covered under the OHP.

#### **16. Mental Health Parity**

Contractor shall adhere to CMS guidelines regarding Mental Health Parity detailed below:

- a. If Contractor does not include an aggregate lifetime or annual dollar limit on any medical/surgical benefits or includes an aggregate lifetime or annual dollar limit that applies to less than one-third of all medical/surgical benefits provided to enrollees, it may not impose an aggregate lifetime or annual dollar limit, respectively, on mental health or substance use disorder benefits;
- b. If Contractor includes an aggregate lifetime or annual dollar limit on at least two-thirds of all medical/surgical benefits provided to enrollees, it must either apply the aggregate lifetime or annual dollar limit both to the medical/surgical benefits to which the limit would otherwise apply and to mental health or substance use disorder benefits in a manner that does not distinguish between the medical/surgical benefits and mental health or substance use disorder benefits; or not include an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is more restrictive than the aggregate lifetime or annual dollar limit, respectively, on medical/surgical benefits;
- c. If Contractor includes an aggregate lifetime limit or annual dollar amount that applies to one-third or more but less than two-thirds of all medical/surgical benefits provided to enrollees, it must either impose no aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits; or impose an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is no more restrictive than an average limit calculated for medical/surgical benefits in accordance with 42 CFR 438.905(e)(ii);
- d. Contractor must not apply any financial requirement or treatment limitation to mental health or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification furnished to enrollees (whether or not the benefits are furnished by Contractor).

- e.** If a member is provided mental health or substance use disorder benefits in any classification of benefits (inpatient, outpatient, emergency care, or prescription drugs), mental health or substance use disorder benefits must be provided to the member in every classification in which medical/surgical benefits are provided;
- f.** Contractor may not apply any cumulative financial requirements for mental health or substance use disorder benefits in a classification (inpatient, outpatient, emergency care, prescription drugs) that accumulates separately from any established for medical/surgical benefits in the same classification;
- g.** Contractor may not impose NQTLs for mental health or substance use disorder benefits in any classification unless, under the policies and procedures of Contractor as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the NQTL to mental health or substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification;
- h.** Contractor shall provide all necessary documentation and reporting required by OHA to establish and demonstrate compliance with 42 CFR part 438, subpart K regarding parity in mental health and substance use disorder benefits.
- i.** Contractor shall use processes, strategies, evidentiary standards or other factors in determining access to out of network providers for mental health or substance use disorder benefits that are comparable to and applied no more stringently than, the processes, strategies, evidentiary standards or other factors in determining access to out of network providers for medical/surgical benefits in the same classification.

**EXHIBIT H**  
**CMHP SERVICE ELEMENT - MHS 20**

**NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR CHILD, YOUTH AND ADULTS**

**1. Service Description**

**a) Definitions**

- 1) DSM 5 means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) and is the 2013 update to the American Psychiatric Association's (APA) classification and diagnostic tool. The DSM serves as a universal authority for psychiatric diagnosis.
- 2) Intensive Outpatient Services means a specialized set of comprehensive in-home and community-based supports and mental health treatment services for children that are delivered in the most integrated setting in the community.
- 3) Intensive Treatment Services (ITS) means the range of services in the system of care comprised of Psychiatric Residential Treatment Facilities (PRTF) and Psychiatric Day Treatment Services (PDTs), or other services as determined by OHA, that provide active psychiatric treatment for children with severe emotional disorders and their families as defined in OAR 309-022-0105.
- 4) Child and Youth Needs and Strengths tool means a multi-purpose tool developed for children's services to support decision making, including level of care and service planning, facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services.
- 5) <http://praedfoundation.org/tools/the-child-and-adolescent-needs-and-strengths-cans/>.

**b) Child and Youth Mental Health Services are:**

- 1) Mental health services delivered to Individuals through age 17 (or through age 20 if Medicaid-eligible) who have primary mental, emotional, or behavioral health conditions diagnosed according to the DSM 5 criteria;
- 2) Screening and assessment to identify appropriate mental health services for these Individuals;
- 3) Referral and care coordination services with respect to mental health services delivered to these Individuals;
- 4) Prioritized for Individuals who are at immediate risk of psychiatric hospitalization or removal from the home due to a mental, emotional, or behavioral health disorder or pose a danger to the health and safety of themselves or others; and
- 5) Services that may be delivered, as appropriate, in a clinic, home, school, or other settings familiar and comfortable for the Individual receiving such services.

**c) Adult Mental Health Services are:**

- 1) Services delivered to Individuals diagnosed with serious mental illness or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.
- 2) Community based services that shall include one or more of the following:
  - (i) Use of standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language;
  - (ii) Apply OHA approved, standardized level of care tools for Individual with serious mental illness at intervals prescribed by OHA;
  - (iii) Condition management and whole person approach to single or multiple conditions based on goals and needs identified by the Individual;
  - (iv) General outpatient services including, but not limited to, care coordination and case management;
  - (v) Medication and medication monitoring;
  - (vi) Meaningful Individual and family involvement;

- (vii) Rehabilitation services including Individual, family and group counseling;
- (viii) Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice, including rent subsidy; and
- (ix) Other services and supports as needed for Individuals at the sole discretion of OHA.

## **2. Reporting Requirements**

In addition to the reporting requirements described in the RFP, the following requirements apply:

All Individuals receiving MHS 20 Non-residential Mental Health Services with funds provided through this Contract must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), or MMIS or comparably reported.

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.

**EXHIBIT I**  
**CMHP SERVICE ELEMENT - MHS 37 EDD**

**EMERGENCY DEPARTMENT DIVERSION TO COMMUNITY-BASED SERVICES AND SUPPORTS**

**1. Service Description**

Exhibit MHS 37 – Emergency Department Diversion to Community-based Services and Supports (Exhibit MHS 37 – EDD) is designed to provide a community-based alternative to emergency department admission for children, youth, and young adults (Individuals) presenting for, or at risk of, admission for psychiatric or behavioral crises. Program must serve all children, youth, and young adults who go to the Emergency Department (ED) for psychiatric crisis.

**2. Performance Requirements**

- a.** In addition to any other requirements that may be established by rule of the Oregon Health Authority, Contractor shall, subject to the availability of funds and relevant to the Scope of Work in this Contract, promote the following services and supports as appropriate to Individuals with mental or emotional disturbances:
- (1) Screening and evaluation to determine the Individuals’ service needs;
  - (2) Crisis stabilization to meet the needs of Individuals with acute mental or emotional disturbances, including the costs of investigations and prehearing detention in community hospitals or other facilities approved by the authority for Individuals involved in involuntary commitment procedures;
  - (3) Vocational and social services that are appropriate for the Individuals age, designed to improve the Individuals vocational, social, educational, and recreational functioning;
  - (4) Continuity of care to link the Individual to housing and appropriate and available health and social service needs;
  - (5) Psychiatric care in state and community hospitals, subject to the provisions of the “Special Reporting Requirements” section below;
  - (6) Residential services;
  - (7) Medication monitoring;
  - (8) Individual, family, and group counseling and therapy;
  - (9) Public education and information;
  - (10) Prevention of mental or emotional disturbances and promotion of mental health; and
  - (11) Consultation with other community agencies.
- b.** Preventive mental health services for Individuals, including primary prevention efforts, early identification, and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional, behavioral, and cognitive disorders in children, youth, and young adults. As used in this paragraph:
- (1) Early identification means detecting emotional disturbance in its initial developmental stage;
  - (2) Early intervention services for Individuals at risk of later development of emotional disturbances means programs and activities for Individuals and their families that promote conditions, opportunities and experiences that encourage and develop emotional stability, self-sufficiency and increased personal competence; and
  - (3) Primary prevention efforts means efforts that prevent emotional problems from

- occurring by addressing issues early so that disturbances do not have an opportunity to develop.
- c. Eligible Population: Children, youth, and young adults ages birth through 23 years of age who have symptoms consistent with psychiatric or serious emotional disorders and present at partner Emergency Departments, particularly those Individuals without insurance or who are under insured.
  - d. Clinical, Social, and Residential Services Provided: Exhibit MHS 37 – EDD programs are team-based, providing an array of recovery oriented agency or community-based services and supports designed to:
    - (1) Alleviate the immediate crisis through connections to the family and Individual, and work with mental health team members;
    - (2) Provide relational and case management support for 45 calendar days; and
    - (3) Establish with the family and Individual a transition plan designed to prevent re-admission to the emergency department and improved access to community resources. Specific services include, but are not limited to:
      - (a) Suicide-Intervention;
      - (b) Family and Young Adult Peer Support;
      - (c) Coordination of immediate resources;
      - (d) Rapid access to psychiatric and counseling services; and
      - (e) Transition planning to existing health and community resources.
  - e. Pilot sites must participate in collaborative state-wide efforts to establish shared programmatic standards, expectations for results and services, and key reporting requirements.
  - f. Sites must ensure that staff are trained in trauma-informed approaches and crisis stabilization strategies.
  - g. **Who Can Provide These Services?** Community Mental Health Staff, including the following:
    - (1) Licensed Medical Professionals (psychiatrists or psychiatric nurse practitioners);
    - (2) QMHP/Therapists;
    - (3) Clinical Case Managers;
    - (4) Supported Employment/Education Specialists;
    - (5) Occupational Therapists;
    - (6) Young Adult Peer Support Specialist;
    - (7) Family Support Specialist; and
    - (8) Skill-development Specialists.

### 3. Reporting Requirements

In addition to the reporting requirements described in the RFP, the following requirements apply:

All Individuals receiving MHS 37 – EDD with funds provided through this Contract must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), or MMIS or comparably reported.

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.

**EXHIBIT J**  
**CMHP SERVICE ELEMENT - MHS 25**

**COMMUNITY CRISIS SERVICES FOR ADULTS AND CHILDREN MHS 25**

**(1) Service Description**

- (a) Purpose:**  
Community Crisis Services for Adults and Children (MHS 25 Services) are immediately available mental health crisis assessment, triage, and intervention Services delivered to Individuals experiencing the sudden onset of psychiatric symptoms or the serious deterioration of mental or emotional stability or functioning. MHS 25 Services are of limited duration and are intended to stabilize the Individual and prevent further serious deterioration in the Individual's mental status or mental health condition.
- (b) Definitions:**
- i. Care Coordination** means a process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs. Care Coordination includes facilitating communication between the family, natural supports, community resources, and involved Providers for continuity of care by creating linkages to and managing transitions between levels of care and transitions for young adults in transition to adult services.
  - ii. Community-based** means that Services and supports must be provided in an Individual's home and surrounding community and not solely based in a traditional office-setting.
  - iii. Crisis** means either an actual or perceived urgent or emergent situation that occurs when an Individual's stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the Individual's mental or physical health or to prevent referral to a significantly higher level of care.
  - iv. Crisis Line Services** means phone-based Services that establish immediate communication links and provide supportive interventions and information for Individuals in an urgent or emergent situation.
  - v. Mobile Crisis Response Time** means the time from the point when a professional decision is made that a face-to-face intervention is required, to the time the actual face-to-face intervention takes place in the community.
  - vi. Mobile Crisis Services** means Mental Health Services for Individuals in Crisis, provided by mental health practitioners who respond to behavioral health Crises onsite at the location in the community where the Crisis arises and who provide a face-to-face therapeutic response. The goal of Mobile Crisis Services is to help an Individual resolve a psychiatric crisis in the least restrictive setting possible, and to avoid unnecessary hospitalization, inpatient psychiatric treatment, involuntary commitment, and arrest or incarceration.
  - vii. Screening** means the process to determine whether the Individual needs further assessment to identify circumstances requiring referrals or additional Services and supports.
  - viii. Service Plan** means a comprehensive plan for Services and supports provided to or coordinated for an Individual and his or her family, per OAR 309-019-0105104) as applicable, that is reflective of the assessment and the intended outcomes of Service.
- (c) MHS 25 Services shall include, but are not limited to, the following:**



- i.** Provide Crisis Services to 24 hours a day, 7 days a week face-to-face or telephone Screening to determine the need for immediate Services for any Individual requesting assistance or for whom assistance is requested;
- ii.** A mental health assessment concluding with written recommendations by a Qualified Mental Health Professional or a Qualified Mental Health Associate, as defined in OAR 309-019-0105(94) QMHP and (95) QMHA, regarding the need for further treatment;
- iii.** Provide brief Crisis intervention;
- iv.** In the case of a child, appropriate child and family psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the child as quickly as possible;
- v.** In the case of an adult, appropriate psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the Individual as quickly as possible;
- vi.** Connect the Individual with ongoing Services and supports;
- vii.** Arrangement for the provision of involuntary psychiatric Services at a hospital or non-hospital facility approved by OHA, when an Individual's behavior requires it;
- viii.** Crisis Line Services shall be provided in accordance with OAR 309-019-0300 through 309-019-0320; and
- ix.** Mobile Crisis Services:  
 The effectiveness of Mobile Crisis Services in de-escalating a Crisis and diverting hospitalization or arrest is enhanced by team members competent in performing an assessment and delivering an effective course of intervention. These Services provide access to a multi-disciplinary support team and ready resources, such as access to urgent appointments, brief respite services, and the ability to provide brief follow-up care when indicated.  
 County shall provide Mobile Crisis Services according to OAR 309-019-0151 including, but not limited to:
  - A.** 24 hours a day, 7 days a week capability to conduct a face-to-face mental health status examination of an Individual by a Qualified Mental Health Professional (QMHP) (in accordance with OAR 309-019-0125(10) or Qualified Mental Health Associate (QMHA) (in accordance with OAR 309-019-0125(9)) under the supervision of a QMHP. Examination is used to determine the Individual's condition and the interventions necessary to stabilize the Individual and the need for immediate Services for any Individual requesting assistance or for whom assistance is requested;
  - B.** A face-to-face therapeutic response delivered in a public setting at locations in the community where the Crisis arises including, but not limited to, an Individual's home, schools, residential programs, nursing homes, group home settings, and hospitals to enhance community integration;
  - C.** Services that are generally delivered in a natural environment by or under the supervision of a QMHP, such as QMHAs and peers, and resulting in a Service Plan. Disposition of Services shall maintain as the primary goal with diversion from hospitalization and incarceration through clinically appropriate Community-based supports and Services;

- D.** Eliminating the need for transportation (frequently provided by law enforcement officers or emergency services) to a hospital’s emergency department or a community crisis site;
  - E.** Are not intended to be restricted to services delivered in hospitals or at residential programs;
  - F.** Mental Health Crisis assessment;
  - G.** Brief Crisis intervention;
  - H.** Assistance with placement in crisis respite or residential services;
  - I.** Initiation of commitment process, if applicable;
  - J.** Assistance with hospital placement;
  - K.** Connecting Individuals with ongoing supports and Services; and
  - L.** Coordination with Crisis Line Services providers to support seamless transitions of care.
- x.** Provide disaster response, Crisis counseling Services to include:
- A.** Responding to local disaster events by:
    - I.** Providing Crisis counseling and critical incident stress debriefing to disaster victims; police, firefighters and other “first-responders”; disaster relief shelters; and the community-at-large.
    - II.** Coordinating Crisis counseling Services with County Emergency Operations Manager (CEOM); and providing Crisis counseling and stress management Services to Emergency Operations Center staff according to agreements established between the CMHP and CEOM.
  - B.** Assisting CMHP’s in the provision of these Services as part of a mutual aid agreement; and
  - C.** For the purpose of responding to a specified local disaster event, payment may be made through an amendment to the Financial Assistance Award for these Services.

**(2) Performance Requirements**

In addition to any performance requirements described in the RFP, the following requirements apply:

- (a)** Contractor shall comply with OAR 309-019-0100 through 309-019-0320, as such rules may be revised from time to time.
- (b)** Contractor shall maintain a Certificate of Approval in accordance with OAR309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (c)** 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.

**(3) Reporting Requirements**

In addition to any reporting requirements described in the RFP, the following requirements apply:

- (a) All Individuals receiving MHS 25 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at:  
<http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>.

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.

**EXHIBIT K**  
**CMHP SERVICE ELEMENT A&D 66**

**COMMUNITY BEHAVIORAL AND SUBSTANCE USE DISORDER SERVICES A&D 66**

**Service Description**

1. Community Behavioral and Substance Use Disorder Services (A&D 66) are Services delivered to youth and adults with substance use disorders or to youth and adults with co-occurring substance use and mental health disorders. These Services shall be provided to Individuals who are not eligible for the Oregon Health Plan or otherwise do not have a benefit that covers Services described in this Service Description.

The purpose of A&D 66 Services is to build upon resilience, assisting Individuals to make healthier lifestyle choices, and to promote recovery from substance use disorders. A&D 66 Services consist of outreach (case finding), early identification and screening, assessment and diagnosis, initiation and engagement, therapeutic interventions, continuity of care, recovery management, and Interim Services.

2. It is required that pregnant women receive Interim Services within forty-eight (48) hours after being placed on a waitlist. At a minimum, 45 CFR §96.121 require that Interim Services include the following:
  - a) Counseling and education about HIV and tuberculosis (TB);
  - b) Risks of sharing needles;
  - c) Risks of transmission to sexual partners and infants;
  - d) Steps to ensure that HIV and TB transmission does not occur;
  - e) Referral for HIV or TB treatment services, if necessary;
  - f) Counseling on the effects of alcohol and drug use on the fetus; and
  - g) A referral for prenatal care.
3. A&D 66 Services must be evidence-based or promising practices. Contractor shall promote services and supports in the Contract, which may include but are not limited to:
  - a) **Outreach (case finding), early identification and screening, assessment and diagnosis, and education:**
    - 1) Outreach: Partner with healthcare providers and other social service partners, who provide screening for the presence of behavioral health conditions, to facilitate access to appropriate services.
    - 2) Early Identification and Screening: Conduct periodic and systematic methods that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the Local Plan or Regional Health Improvement Plan (RHIP) as applicable.
    - 3) Assessment and Diagnosis: Perform multidimensional biopsychosocial assessments as appropriate based on OAR 309-018- 0140 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions. Identify Individuals who need intensive care coordination. Use the following standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language:
      - (i) American Society of Addiction Medicine (ASAM) for Individuals receiving substance use disorder services.
      - (ii) Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services, and Intensive Community Services. “Intensive Community Services” are defined as assertive community treatment, intensive

case management, and supported or supportive housing.

(iii) Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument (ECSII) for children receiving services with Intensive Community-based Treatment and Support Services or Intensive Treatment Services as defined in OAR 309-022-0105(43) and 309-022-0105(44).

4) Education: Partner with other community groups and organizations, including, but not limited to, schools, community corrections, and other related organizations to perform education and outreach to potentially at-risk populations for alcohol and drug abuse in order to educate those groups around substance abuse treatment and recovery topics tailored to the individual groups' needs, in order to educate the broader community on these issues as well as begin the process of promoting potential initiation and engagement in treatment services within these populations.

**b) Initiation and Engagement:**

- 1) Brief motivational counseling;
- 2) Supportive services to facilitate participation in ongoing treatment; and
- 3) Withdrawal management for substance use disorders and supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal following assessment.

**c) Therapeutic Interventions:**

General Community Based Services, which may include:

- 1) Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the Individual;
- 2) General outpatient services;
- 3) Medication Management for:
  - (i) Mental Health disorders (when providing services for Individuals with co-occurring mental and substance use disorders).
  - (ii) Substance Use disorders:
    - (a) Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence, or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to Services for Individuals using medications to treat and manage addictions.
    - (b) Pharmacotherapy, if prescribed, should be provided in addition to and directly linked with psychosocial treatment and support.
- 4) Detoxification for Individuals with substance use disorders under OAR 415-050-0000 through 415-050-0095. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process; and
- 5) Meaningful Individual and family involvement.

**d) Continuity of Care and Recovery Management:**

- 1) Continuity of Care Services includes:
  - (i) Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice;
  - (ii) Facilitate access to appropriate levels of care and coordinate management of services and supports based on an Individual's needs, in their community of choice;
  - (iii) Facilitate access to services and supports provided in the community and Individual's home designed to assist children and adults with substance use disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed; and
  - (iv) Coordinate with other agencies to provide intensive care coordination sufficient to help Individuals prevent placement in a more restrictive level of care and to be successfully served in their community of choice.
- 2) Recovery Management Services includes:

- (i) Continuous case management;
- (ii) Monitoring of conditions and ongoing recovery and stabilization;
- (iii) Individual and family engagement, including provision of child care for parents actively involved in any of these treatment, education, outreach, or recovery support services; and
- (iv) Transition planning that addresses the Individual's needs and goals.

## **Performance Requirements**

1. Contractors may not use funds to deliver covered Services to any Individual enrolled in the Oregon Health Plan.
2. The quality of Services supported with funds provided through this Contract will be measured in accordance with the criteria set forth below. The criteria are applied on a county-wide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded through this Contract.
  - a) **Access:** Access is measured by OHA as the percentage of residents estimated by OHA surveys to need treatment who are enrolled in A&D 66 Services.
  - b) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior sixty (60) days.
  - c) **Utilization:** OHA may measure utilization for Individuals receiving continuum of care services (non-detox).
  - d) **Engagement:** Engagement is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Contract who enter treatment following positive assessment.
  - e) **Treatment Service Retention:** Treatment service retention is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Contract who are actively engaged in treatment for 90 consecutive days or more.
  - f) **Reduced Use:** Reduced use is measured by OHA as the percentage of Individuals engaged in and receiving A&D 66 Services under this Contract who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system, upon planned interruption in services or **ninety (90) day** retention, whichever comes first.
  - g) **Completion:** Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Contract who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment services are terminated. Providers of A&D 66 Services funded through this Contract must participate in client outcome studies conducted by OHA.
  - h) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit completed within seven calendar days after: (1) hospitalization for mental illness; or (2) any facility-based service defined as residential.
  - i) **Hospital and Facility-Based Readmission rates:** Hospital and facility-based readmission rates are measured by the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges.
  - j) **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Service, Child Welfare Program's involvement.
  - k) **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** Four functional outcome measures will be monitored by OHA:
    - 1) **Housing Status:** If improved housing status is a goal of treatment or a person is homeless, or in a licensed care facility, this measure will be monitored. This measure is defined as the number of

- Individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of Individuals with a goal to improve housing.
- 2) **Employment Status:** If employment is a goal of treatment, this measure will be monitored. This measure is defined as the number of Individuals who become employed as indicated by a change in employment status against the number of Individuals with a goal of becoming employed.
  - 3) **School Performance:** If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of Individuals who improve attendance in school while in active treatment against the total number of Individuals with a goal of improved attendance in school.
  - 4) **Criminal Justice Involvement:** This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after one day or more of active treatment or two consecutive quarters (whichever comes first) against the total number of Individuals referred for Services by the justice system.

### **Reporting Requirements**

In addition to the reporting requirements described in the RFP, the following requirements apply:

All Individuals receiving A&D Services with funds provided through this Contract must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), or MMIS or comparably reported.

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.

**EXHIBIT L**  
**PERFORMANCE STANDARDS**

**A. General Performance Standards**

1. Contractor ensures that all staff employed or contracted by Contractor who provide services or are otherwise engaged in activities under this Contract are fully aware of and in compliance with the terms and conditions of this Contract.
2. Contractor assures that all of Contractor's employees and independent contractors providing services under this Contract will work within the scope of their credentials and any applicable licensure or registration. Contractor shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

**B. Staff Standards**

Contractor will provide the following for all staff who are in direct contact with County clients:

- Completion of a successful criminal history records check through the Background Check Unit, a Shared Service of the Department of Human Services and the Oregon Health Authority and compliant with ORS 181A.200 and OAR 943-007-0001 to 943-007-0501;
  - Appropriate education and academic degrees;
  - Licenses or certificates, as required; and
  - Relevant work history or qualifications.

**C. Monitoring**

County shall monitor services provided by Contractor and has the right to require Contractor's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this Contract.

County may conduct compliance monitoring related to this Contract. Contractor shall cooperate with County in such monitoring. County shall provide Contractor twenty (20) business days written notice of any Contract compliance monitoring activity that requires any action or cooperation by Contractor. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

**D. 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 943-045-0250 through 943-045-0370) 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, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

**E. Confidentiality**

Contractor agrees that Contractor, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all



applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.

**EXHIBIT M**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**  
(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_

Contractor Printed Name: \_\_\_\_\_

**EXHIBIT N**  
**QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT**

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into as of **Date** (“Effective Date”) by and between **The County of Clackamas Health, Housing, and Human Services, Behavioral Health Division** (“Covered Entity”), and **Contractor Name** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

**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 (“Services 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 Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

**Now, therefore**, the parties hereby agree as follows:

**SECTION I – DEFINITIONS**

- 1.1 “Breach” is 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 a Workforce member’s course and scope of employment or placement;
  - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce 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 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 "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 Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 “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).

- 1.10 “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.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “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.
- 1.13 “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.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “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.
- 1.19 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 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 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 Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this 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. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 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 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 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 comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
- 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 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 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;
- 2.13 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 PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
- 2.15 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. 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
- 2.16 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 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be

- maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this 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 Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this 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 so long as such use is also permitted by the Confidentiality Rule; 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. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

#### **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. The 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 HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 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. By notice 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 involved 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 notice 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 Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or 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 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 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 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 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 Agreement and 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 Agreement if the Covered Entity has breached a material term of this 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 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 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 Agreement to the Confidentiality Rule, 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 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 Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Covered Entity.** Covered Entity agrees to indemnify, defend and hold harmless the Business Associate and its 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 Covered Entity’s breach of Section 4.1 of this Agreement. Accordingly, on demand, Covered Entity 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 Covered Entity’s breach hereunder. Covered Entity’s obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **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 Section II and III of this 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.
- 7.6 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.
- 7.7 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

*[Signature Page Follows for QSOBAA]*



**SIGNATURE PAGE**  
**QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT**

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

**Business Associate**

**Covered Entity**

**CONTRACTOR NAME**

**COUNTY OF CLACKAMAS  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Ken Humberston

\_\_\_\_\_  
Name / Title (Printed)

**Signing on behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director

\_\_\_\_\_  
Date

Health, Housing and Human Services

**EXHIBIT O**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into as of **XXXX** (“Effective Date”) by and between **The County of Clackamas Health, Housing, and Human Services, Behavioral Division** (“Covered Entity”) and **Contractor Name** (“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**

- 1.20 “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:
  - 1.20.1 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;
  - 1.20.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
  - 1.20.3 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.
- 1.21 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.22 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.23 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.24 "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.
- 1.25 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.

- 1.26 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.27 “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).
- 1.28 “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.
- 1.29 “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.
- 1.30 “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.
- 1.31 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.32 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.33 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.34 “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.
- 1.35 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:

- 2.17 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.18 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;
- 2.19 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;
- 2.20 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;
- 2.21 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;
- 2.22 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;
- 2.23 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;
- 2.24 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;
- 2.25 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;
- 2.26 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;
- 2.27 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;
- 2.28 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;
- 2.29 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
- 2.30 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:**

- 3.5 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.6 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,
- 3.7 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:

- c. **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,
- d. **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**

- 4.2 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:
- e. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
  - f. 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.
  - g. By a method of notification that meets the requirements of 45 CFR §164.404(d).

- h. 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 Covered Entity.** Covered Entity agrees to indemnify, defend and hold harmless the Business Associate and its 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 Covered Entity’s breach of Section 4.1 of this Business Associate Agreement. Accordingly, on demand, Covered Entity 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 Covered Entity’s breach hereunder. Covered Entity’s obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **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.
- 7.6 **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.
- 7.7 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

*[Signature Page Follows for BAA]*

**SIGNATURE PAGE**  
**QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT**

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

**Business Associate**

**Covered Entity**

**CONTRACTOR NAME**

**COUNTY OF CLACKAMAS  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Ken Humberston

\_\_\_\_\_  
Name / Title (Printed)

**Signing on behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director

\_\_\_\_\_  
Date

Health, Housing and Human Services



**EXHIBIT P**  
**CMHP SERVICE ELEMENT MHS 37 JAIL DIVERSION**

**EXHIBIT MHS 37 – JAIL DIVERSION TO MHS 37 SERVICE DESCRIPTION**

**Service Description**

Exhibit MHS 37 – Jail Diversion services increase Mental Health’s interaction with Individuals with Serious and Persistent Mental Illness (SPMI) and are involved with justice or law enforcement solely due to a mental health reason and are charged with low-level crimes, resulting in the reduction or avoidance of arrests, jail admissions, lengths of stay in jail, and recidivism through the availability of alternative community-based services, programs, or treatments.

SPMI is defined in the USDOJ agreement as adults 18 years of age and above with one or more of the following diagnoses:

- a) Schizophrenia
- b) Schizoaffective Disorder
- c) Brief Psychotic Disorder
- d) Other Specified Schizophrenia Spectrum and Other Psychotic Disorder
- e) Unspecified Schizophrenia Spectrum and Other Psychotic Disorder
- f) Major Depressive Disorder
- g) Bipolar Disorder
- h) Obsessive-Compulsive Disorder
- i) Post-Traumatic Stress Disorder
- j) Schizotypal Personality Disorder
- k) Borderline Personality Disorder

**Performance Requirements**

All providers shall adopt the “**Sequential Intercept Model**” (SIM) through the GAINS Center to more effectively deal with mentally ill Individuals who come into contact with law enforcement personnel. All providers shall use SIM to identify and intervene upon “points of interception” or opportunities for interventions to prevent Individuals with SPMI from entering or penetrating deeper into the criminal justice system.

Contractor shall provide the following, subject to the not-to-exceed amount of this Contract, pre-booking and post-booking Exhibit MHS 37 – Jail Diversion services:

- a) Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers;
- b) Create opportunities for Individuals to access housing in addition to vocational and educational services;
- c) Provide support services to prevent or curtail relapses and other crises;
- d) Assist Individuals to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations; and
- e) Promote peer support and the social inclusion of Individuals with or in recovery from mental and substance use disorders in the community.

**Reporting Requirements**

In addition to the reporting requirements described in the RFP, Contractor shall provide timely and relevant information to County as needed.

All Individuals receiving Exhibit MHS 37 – Jail Diversion services with funds provided through this Agreement must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual located at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy.