

June 7, 2018

COPY

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Professional, Technical, and Personal Services Contract with
Cascadia Behavioral Healthcare, Inc., to provide Flexible Funding Services

| | |
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| Purpose/Outcomes | Provide flexible funding services to clients enrolled in HealthShare of Oregon Clackamas County. |
| Dollar Amount and Fiscal Impact | Contract maximum payment for two years is \$22,000. |
| Funding Source | No County General Funds are involved. Funding provided through State of Oregon, Oregon Health Plan (OHP) |
| Duration | Effective July 1, 2018 through June 30, 2020 |
| Previous Board Action | No previous Board action. |
| Strategic Plan Alignment | 1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities. |
| Contact Person | Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305 |
| Contract No. | #8764 |

BACKGROUND:

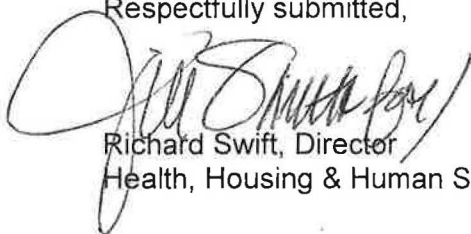
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) request the approval of Professional, Technical and Personal Services Contract #8764 with Cascadia Behavioral Healthcare, Inc., to provide flexible funding for OHP Providers to assist clients with needs not otherwise covered by OHP. Expenditures are approved by Clackamas County Behavioral Health (CCBH) Care Coordinators in accordance with CCBH Client Supports & Services Funds Policy.

This Contract, reviewed and approved by County Counsel on May 7, 2018, is effective July 1, 2018 and terminates on June 30, 2020 with a maximum payment of \$22,000.

RECOMMENDATION:

Staff recommends Board approval of this contract and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

Clackamas.us/h3s

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES CONTRACT
CONTRACT # 8764

This Professional, Technical, and Consultant Services Contract (this "Contract") is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and **Cascadia Behavioral Healthcare, Inc.**, hereinafter called "CONTRACTOR".

CONTRACT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to administer flexible services to clients enrolled in Health Share of Oregon Clackamas County as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein (the "Services").

2.0 Term

Services provided under the terms of this Contract shall commence **July 1, 2018 and shall terminate June 30, 2020** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to CONTRACTOR shall not exceed **\$22,000.00**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as described in **Exhibit C**, Compensation.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least six (6) years after final payment is made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this Contract available to COUNTY upon request.

3.4.2 COUNTY may conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this Contract. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial

books, documents, papers and records of CONTRACTOR which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, which by this reference are incorporated herein.

CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this Contract without written consent of COUNTY.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of COUNTY, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of CONTRACTOR.

4.4. Tax Laws. The CONTRACTOR represents and warrants that, for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

5.1 **Indemnification.** CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this Contract.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this Contract.

If CONTRACTOR is a public body, CONTRACTOR's liability under this Contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 **Insurance.** COUNTY shall enforce CONTRACTOR compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, CONTRACTOR shall maintain in force, at its own expense, each insurance noted in **Exhibit D**.

5.3 **Governing Law; Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this Contract consents to the in personal jurisdiction of said courts.

5.4 **Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

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

5.6 Waiver. The failure of either party to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Contract.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this Contract:

5.8.1 Workers' Compensation. All subject employers working under this Contract must either maintain workers' compensation insurance as required in the **Exhibit D**.

5.8.2 Oregon Constitutional Limitations. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- i. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this Contract.
- ii. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this Contract.
- iii. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, Contract or Agreement for the purpose of providing or paying for such services.

5.9 Integration. This Contract contains the entire Contract between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or Agreements.

5.10 Ownership of Work Product. All work products of CONTRACTOR which result from this Contract are the exclusive property of COUNTY.

6.0 Termination

6.1 Termination Without Cause. This Contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing, and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of Contract) to CONTRACTOR, may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- i. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the Contract may be modified to accommodate a reduction in funds.
- ii. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.
- iii. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- iv. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this Contract.
- v. If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within ten (10) days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this Contract with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this Contract shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:

Cascadia Behavioral Healthcare, Inc.
PO Box 8459
Portland, OR 97207

If to COUNTY:

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

This contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – OHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element
- Exhibit H – Business Associate Agreement (BAA)

- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards

[Signature Page Follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers.

**CASCADIA BEHAVIORAL
HEALTHCARE, INC.**

COUNTY OF CLACKAMAS

Authorized Signature

Date

Richard Swift

Date

Health, Housing, and Human Services

Name / Title (Printed)

146332-18

Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon

Entity Type / State of Formation