

June 14, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment #5 of Professional Services Agreement #7315 with Oregon Family Support Network for Peer Delivered Services System of Care for Families in Crisis in Emergency Departments

Purpose/Outcomes	Provides Family Navigator and peer support services for crisis diversion in Emergency Departments.
Dollar Amount and Fiscal Impact	Amendment adds \$38,560.39 for a revised maximum agreement value of \$269,922.73.
Funding Source	No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds.
Duration	Effective July 1, 2018 and terminates December 31, 2018
Previous Board Action	Amendment #2 was reviewed and approved by the Board on February 23, 2017, Agenda Item 022301-A1.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division, 503-742-5305
Contract No.	#7315-05

BACKGROUND:

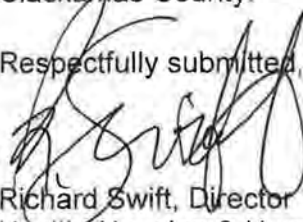
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department requests the approval of a Professional Services Agreement with the Oregon Family Support Network for Family Navigator and peer support services for crisis diversion in Emergency Departments including, but not limited to, supportive services, system navigation, resources, and family development.

This amendment extends the term of the agreement for six (6) months with a funding increase of \$38,560.39, for a revised maximum agreement value of \$269,922.73. This amendment also updates insurance requirements, and budget attachment, and adds required exhibits of contract provisions, terms, and conditions. County Counsel reviewed and approved initial agreement, Amendments #1 & 2 on December 27, 2016.

This amendment is effective from July 1, 2018 and terminates December 31, 2018.

RECOMMENDATION:

Staff recommends approval of this amendment and that Richard Swift be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

 Richard Swift, Director

Health, Housing & Human Services Department

Healthy Families. Strong Communities.

**Agreement Amendment
Health, Housing, and Human Services Department**

H3S Contract Number: 7315

Board Agenda Number: N/A (Under \$150,000)

and Board date: _____

Division: Behavioral Health

Amendment No. 5

Contractor: Oregon Family Support Network, Inc. (Family Navigator – ED Diversion)

Amendment Requested By: Mary Rumbaugh, Director of Behavioral Health

Changes: Scope of Services Agreement Budget/Compensation
 Agreement Term Other Update budget; add Exhibits G, H and I

Justification for Amendment:

This agreement provides Peer Delivered Services System of Care for children, families, transition age youth, and adults navigating Emergency Department services while receiving mental health and addiction services.

This amendment extends the term of the agreement by six (6) months, increases compensation, amends budget attachment and insurance requirements, and adds exhibits of required provisions, terms and conditions.

The agreement termination date will be **December 31, 2018**.

Compensation of the agreement is **increased by \$38,560.39** for the additional six (6) months of services, bringing the maximum compensation to **\$269,922.73**.

Insurance language is amended by the removal of Sections 5.2.1 through 5.2.10 of the agreement and the addition of **Exhibit G**, Insurance. **Exhibit H**, CMHP Required Provider Contract Provisions and **Exhibit I**, CMHP Required Federal Terms and Conditions are also added. **Attachment I**, Budget, is updated to reflect the increase in compensation provided through this amendment.

This amendment is effective **July 1, 2018** and continues through **December 31, 2018**.

Except as amended hereby, all other terms and conditions of the agreement remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference, except when exhibits are added.

AMEND:

2.0 Term

Services provided under the terms of this agreement shall commence **July 1, 2015 and shall terminate June 30, 2018** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

TO READ:

Services provided under the terms of this agreement shall commence **July 1, 2015 and shall terminate December 31, 2018** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

AMEND:

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in *Attachment 1* as follows:

Total payment to CONTRACTOR shall not exceed **\$231,362.34.**

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.

TO READ:

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Attachment 1 as follows:

Total payment to CONTRACTOR shall not exceed **\$269,922.34.**

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.

AMEND:

5.2 Insurance. During the term of this agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY

Not required by COUNTY

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CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

5.2.7 Insurance Carrier Rating. Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by 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. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until

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required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

TO READ:

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 Agreement as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, CONTRACTOR shall maintain in force, at its own expense, each insurance required in Exhibit G, Insurance.***

AMEND:

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

Exhibit A	Background and Definitions
Exhibit B	Scopes of Services
Exhibit C	Standards of Work
Exhibit D	Reporting Requirements
Exhibit E	Performance Standards
Attachment 1	FY 16 Budget
Attachment 2	Invoice Template

TO READ:

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

Exhibit A	Background and Definitions
Exhibit B	Scopes of Services
Exhibit C	Standards of Work
Exhibit D	Reporting Requirements
Exhibit E	Performance Standards
<i>Exhibit F</i>	<i>Qualified Service Organization Business Associate Agreement</i>
<i>Exhibit G</i>	<i>Insurance</i>
<i>Exhibit H</i>	<i>CMHP Required Contract Provisions</i>
<i>Exhibit I</i>	<i>CMHP Required Federal Terms and Conditions</i>
Attachment 1	<i>Budget</i>
Attachment 2	Invoice Template

ADD:

**EXHIBIT G
INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Self-insurance.** Contractor may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that Contractor's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to County. Contractor shall furnish an acceptable insurance certificate to County for any

insurance coverage required by this Contract that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.

- 12. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. Contractor will maintain the insurance in full force throughout the duration of this Contract. No Contract shall be in effect until the required certificates have been received, approved, and accepted by County. A renewal certificate will be sent to County ten (10) days prior to coverage expiration. The insurance for general liability and commercial automobile liability must include an endorsement naming **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as additional insureds with respect to the Work under this Contract. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

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

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

BHcontracts@clackamas.us

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

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

ADD:

**EXHIBIT H
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.

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 I** 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

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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.

ADD:

**EXHIBIT I
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 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.

- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. 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.

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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>.

AMEND:

**ATTACHMENT 1
BUDGET**

Oregon Family Support Network (OFSN) ED Division
July 1, 2017—June 30, 2018

EXPENSE	
PERSONNEL	
7223, 7225 Personnel Payroll	\$ 44,059.32
7253, 7255 Payroll Taxes	\$ 5,287.12
7243, 7245 Staff Benefits	\$ 8,740.66
TOTAL PERSONNEL:	\$ 58,087.09
MATERIALS & SERVICES	
7300 Benevolence Expense	\$ -
8113 Client Incentives (Flex Funds)	\$ -
COMMUNICATION	
8130 Cell Phone usage (and jet packs)	\$ 975.00
8131 Telephone land lines	\$ -
8132 Internet Services (Journyx, CDI, Basecamp, Survey Monkey, Constant)	\$ -
8530 Dues & Subscriptions	\$ -
8265 Equipment and Furniture	\$ -
Computer Equip	\$ 800.00
Cell Phone Equip	\$ 160.00
Translation Equip	\$ -
Other	\$ -
8260 Equipment Lease - Copier	\$ -
7554 Family Advocate/Representative (stipend)	\$ -
8104 Office Supplies	\$ 600.00
8140 Postage & Shipping	\$ 80.00
8170 Printing & Photocopying	\$ 240.00
PROFESSIONAL SERVICES	
7520 Accounting and Payroll Fees	\$ -
7547 Background Checks	\$ -
7545 Computer Support (repair/software maintenance)	\$ 400.00
8102 Marketing / Advert / Public Rel.	\$ 200.00
7550 Repairs & Maintenance (equip and space)	\$ -
7560 Temporary Help / Contract Help (Target CW - non Youth A.L.)	\$ -
7553 Translation / Interpretation	\$ 256.00
7543 Youth Activity Leaders (Target CW)	\$ -
8112 Program Mileage & Parking	\$ 2,200.00
8111 Program Related Supports (FOOD, supports, crafts, movies, stipends)	\$ 1,000.00
8210 Rent, monthly office space	\$ -
8114 Space Rent for Contract Activities	\$ -
7546 Speaker Fee / Entertainment at OFSN Event	\$ -
TRAVEL (Travel for Conferences, Training, Program Supervision)	
8309 Conference Registration Fees	\$ 760.00
8311 Lodging	\$ 320.00
8312 Meals (out of town)	\$ 120.00
8313 Mileage/Parking (Conference or Training only)	\$ -
8310 Travel (air, car rental, bus)	\$ -
7755 Volunteer Appreciation	\$ -
TOTAL MATERIALS & SERVICES:	\$ 8,111.00
OTHER EXPENSES	
Overhead Cost Allocation Pool, 16.5%	\$ 10,922.69
TOTAL OTHER EXPENSES:	\$ 10,922.69
TOTAL EXPENSES	\$ 77,120.78

Oregon Family Support Network (OFSN) ED Division
July 1, 2016—June 30, 2017

EXPENSE	
PERSONNEL	
7223, 7225 Personnel Payroll	\$ 44,059.32
7253, 7255 Payroll Taxes	\$ 5,287.12
7243, 7245 Staff Benefits	\$ 8,740.66
TOTAL PERSONNEL:	\$ 58,087.09
MATERIALS & SERVICES	
7300 Benevolence Expense	\$ -
8113 Client Incentives (Flex Funds)	\$ -
COMMUNICATION	
8130 Cell Phone usage (and jet packs)	\$ 975.00
8131 Telephone land lines	\$ -
8132 Internet Services (Journyx, CDI, Basecamp, Survey Monkey, Constant)	\$ -
8530 Dues & Subscriptions	\$ -
8265 Equipment and Furniture	\$ -
Computer Equip	\$ 800.00
Cell Phone Equip	\$ 160.00
Translation Equip	\$ -
Other	\$ -
8260 Equipment Lease - Copier	\$ -
7554 Family Advocate/Representative (stipend)	\$ -
8104 Office Supplies	\$ 600.00
8140 Postage & Shipping	\$ 80.00
8170 Printing & Photocopying	\$ 240.00
PROFESSIONAL SERVICES	
7520 Accounting and Payroll Fees	\$ -
7547 Background Checks	\$ -
7545 Computer Support (repair/software maintenance)	\$ 400.00
8102 Marketing / Advert / Public Rel.	\$ 200.00
7550 Repairs & Maintenance (equip and space)	\$ -
7560 Temporary Help / Contract Help (Target CW - non Youth A.L.)	\$ -
7553 Translation / Interpretation	\$ 256.00
7543 Youth Activity Leaders (Target CW)	\$ -
8112 Program Mileage & Parking	\$ 2,200.00
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8312 Meals (out of town)	\$ 120.00
8313 Mileage/Parking (Conference or Training only)	\$ -
8310 Travel (air, car rental, bus)	\$ -
7755 Volunteer Appreciation	\$ -
TOTAL MATERIALS & SERVICES:	\$ 8,111.00
OTHER EXPENSES	
Overhead Cost Allocation Pool, 16.5%	\$ 10,922.69
TOTAL OTHER EXPENSES:	\$ 10,922.69
TOTAL EXPENSES	\$ 77,120.78

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Oregon Family Support Network (OFSN) ED Diversion

July 1, 2015—June 30, 2016

EXPENSE		
PERSONNEL		
7223, 7225	Personnel Payroll	\$ 44,059.32
7253, 7255	Payroll Taxes	\$ 5,287.12
7243, 7245	Staff Benefits	\$ 8,740.66
TOTAL PERSONNEL:		\$ 58,087.09
MATERIALS & SERVICES		
7300	Benevolence Expense	\$ -
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8530	Dues & Subscriptions	\$ -
8265	Equipment and Furniture	\$ -
	Computer Equip	\$ 800.00
	Cell Phone Equip	\$ 160.00
	Translation Equip	\$ -
	Other	\$ -
8260	Equipment Lease- Copier	\$ -
7554	Family Advocate/Representative (stipend)	\$ -
8104	Office Supplies	\$ 600.00
8140	Postage & Shipping	\$ 80.00
8170	Printing & Photocopying	\$ 240.00
PROFESSIONAL SERVICES		
7520	Accounting and Payroll Fees	\$ -
7547	Background Checks	\$ -
7545	Computer Support (repair/software maintenance)	\$ 400.00
8102	Marketing / Advert / Public Rel.	\$ 200.00
7550	Repairs & Maintenance (equip and space)	\$ -
7560	Temporary Help / Contract Help (Target CW - non Youth A.L.)	\$ -
7553	Translation / Interpretation	\$ 256.00
7543	Youth Activity Leaders (Target CW)	\$ -
8112	Program Mileage & Parking	\$ 2,200.00
8111	Program Related Supports (FOOD, supports, crafts, movies, stipends)	\$ 1,000.00
8210	Rent, monthly office space	\$ -
8114	Space Rent for Contract Activities	\$ -
7546	Speaker Fee / Entertainment at OFSN Event	\$ -
TRAVEL (Travel for Conferences, Training, Program Supervision)		
8309	Conference Registration Fees	\$ 760.00
8311	Lodging	\$ 320.00
8312	Meals (out of town)	\$ 120.00
8313	Mileage/Parking (Conference or Training only)	\$ -
8310	Travel (air, car rental, bus)	\$ -
7755	Volunteer Appreciation	\$ -
TOTAL MATERIALS & SERVICES:		\$ 8,111.00
OTHER EXPENSES		
		\$ -
Overhead Cost Allocation Pool, 16.5%		\$ 10,922.69
TOTAL OTHER EXPENSES:		\$ 10,922.69
TOTAL EXPENSES		\$ 77,120.78

Oregon Family Support Network #7315

Professional, Technical, and Consultant Services Agreement – Amendment #05

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TO READ:

Oregon Family Support Network (OFSN) ED Diversion

July 1, 2018 - December 31, 2018

EXPENSE		
PERSONNEL		
7223, 7225	Personnel Payroll	\$ 22,029.66
7253, 7255	Payroll Taxes	\$ 2,643.56
7243, 7245	Staff Benefits	\$ 4,370.33
TOTAL PERSONNEL:		\$ 29,043.55
MATERIALS & SERVICES		
7300	Benevolence Expense	\$ -
8113	Client Incentives (<i>Flex Funds</i>)	\$ -
COMMUNICATION		
8130	Cell Phone usage (<i>and jet packs</i>)	\$ 487.50
8131	Telephone land lines	\$ -
8132	Internet Services (<i>Journyx, CDL, Basecamp, Survey Monkey, Constant</i>	\$ -
8530	Dues & Subscriptions	\$ -
8265	Equipment and Furniture	\$ -
	Computer Equip	\$ 400.00
	Cell Phone Equip	\$ 80.00
	Translation Equip	\$ -
	Other	\$ -
8260	Equipment Lease - Copier	\$ -
7554	Family Advocate/Representative (<i>stipend</i>)	\$ -
8104	Office Supplies	\$ 300.00
8140	Postage & Shipping	\$ 40.00
8170	Printing & Photocopying	\$ 120.00
PROFESSIONAL SERVICES		
7520	Accounting and Payroll Fees	\$ -
7547	Background Checks	\$ -
7545	Computer Support (<i>repair/software maintenance</i>)	\$ 200.00
8102	Marketing / Advert / Public Rel.	\$ 100.00
7550	Repairs & Maintenance (<i>equip and space</i>)	\$ -
7560	Temporary Help / Contract Help (<i>Target CW - non Youth A.L.</i>)	\$ -
7553	Translation / Interpretation	\$ 128.00
7543	Youth Activity Leaders (<i>Target CW</i>)	\$ -
8112	Program Mileage & Parking	\$ 1,100.00
8111	Program Related Supports (<i>FOOD, supports, crafts, movies, stipends</i>)	\$ 500.00
8210	Rent, monthly office space	\$ -
8114	Space Rent for Contract Activities	\$ -
7546	Speaker Fee / Entertainment at OFSN Event	\$ -
TRAVEL (<i>Travel for Conferences, Training, Program Supervision</i>)		
8309	Conference Registration Fees	\$ 380.00
8311	Lodging	\$ 160.00
8312	Meals (<i>out of town</i>)	\$ 60.00
8313	Mileage/Parking (<i>Conference or Training only</i>)	\$ -
8310	Travel (<i>air, car rental, bus</i>)	\$ -
7755	Volunteer Appreciation	\$ -
TOTAL MATERIALS & SERVICES:		\$ 4,055.50
OTHER EXPENSES		
	Overhead Cost Allocation Pool, 16.5%	\$ 5,461.34
TOTAL OTHER EXPENSES:		\$ 5,461.34
TOTAL EXPENSES		\$ 38,560.39

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Oregon Family Support Network (OFSN) ED Diversion

Oregon Family Support Network (OFSN) ED Diversion

July 1, 2017—June 30, 2018

July 1, 2016—June 30, 2017

EXPENSE		EXPENSE	
PERSONNEL		PERSONNEL	
7223, 7225 Personnel Payroll	\$ 44,059.32	7223, 7225 Personnel Payroll	\$ 44,059.32
7253, 7255 Payroll Taxes	\$ 5,287.12	7253, 7255 Payroll Taxes	\$ 5,287.12
7243, 7245 Staff Benefits	\$ 8,740.66	7243, 7245 Staff Benefits	\$ 8,740.66
TOTAL PERSONNEL:	\$ 58,087.09	TOTAL PERSONNEL:	\$ 58,087.09
MATERIALS & SERVICES		MATERIALS & SERVICES	
7300 Benevolence Expense	\$ -	7300 Benevolence Expense	\$ -
8113 Client Incentives (Flex Funds)	\$ -	8113 Client Incentives (Flex Funds)	\$ -
COMMUNICATION		COMMUNICATION	
8130 Cell Phone usage (and jet packs)	\$ 975.00	8130 Cell Phone usage (and jet packs)	\$ 975.00
8131 Telephone land lines	\$ -	8131 Telephone land lines	\$ -
8132 Internet Services (iLibrary, CDL, Basecamp, Survey Monkey, Constant)	\$ -	8132 Internet Services (iLibrary, CDL, Basecamp, Survey Monkey, Constant)	\$ -
8530 Dues & Subscriptions	\$ -	8530 Dues & Subscriptions	\$ -
8265 Equipment and Furniture	\$ -	8265 Equipment and Furniture	\$ -
Computer Equip	\$ 800.00	Computer Equip	\$ 800.00
Cell Phone Equip	\$ 160.00	Cell Phone Equip	\$ 160.00
Translation Equip	\$ -	Translation Equip	\$ -
Other	\$ -	Other	\$ -
8260 Equipment Lease - Copier	\$ -	8260 Equipment Lease - Copier	\$ -
7554 Family Advocate/Representative (stipend)	\$ -	7554 Family Advocate/Representative (stipend)	\$ -
8104 Office Supplies	\$ 600.00	8104 Office Supplies	\$ 600.00
8140 Postage & Shipping	\$ 80.00	8140 Postage & Shipping	\$ 80.00
8170 Printing & Photocopying	\$ 240.00	8170 Printing & Photocopying	\$ 240.00
PROFESSIONAL SERVICES		PROFESSIONAL SERVICES	
7520 Accounting and Payroll Fees	\$ -	7520 Accounting and Payroll Fees	\$ -
7547 Background Checks	\$ -	7547 Background Checks	\$ -
7545 Computer Support (repair/software maintenance)	\$ 400.00	7545 Computer Support (repair/software maintenance)	\$ 400.00
8102 Marketing / Advert / Public Rel.	\$ 200.00	8102 Marketing / Advert / Public Rel.	\$ 200.00
7550 Repairs & Maintenance (equip and space)	\$ -	7550 Repairs & Maintenance (equip and space)	\$ -
7560 Temporary Help / Contract Help (Target CW - non Youth A.L.)	\$ -	7560 Temporary Help / Contract Help (Target CW - non Youth A.L.)	\$ -
7553 Translation / Interpretation	\$ 256.00	7553 Translation / Interpretation	\$ 256.00
7548 Youth Activity Leaders (Target CW)	\$ -	7548 Youth Activity Leaders (Target CW)	\$ -
8112 Program Mileage & Parking	\$ 2,200.00	8112 Program Mileage & Parking	\$ 2,200.00
8111 Program Related Supports (FOOD, supports, crafts, movies, stipends)	\$ 1,000.00	8111 Program Related Supports (FOOD, supports, crafts, movies, stipends)	\$ 1,000.00
8210 Rent, monthly office space	\$ -	8210 Rent, monthly office space	\$ -
8114 Space Rent for Contract Activities	\$ -	8114 Space Rent for Contract Activities	\$ -
7546 Speaker Fee / Entertainment at OFSN Event	\$ -	7546 Speaker Fee / Entertainment at OFSN Event	\$ -
TRAVEL (Travel for Conferences, Training, Program Supervision)		TRAVEL (Travel for Conferences, Training, Program Supervision)	
8309 Conference Registration Fees	\$ 760.00	8309 Conference Registration Fees	\$ 760.00
8311 Lodging	\$ 320.00	8311 Lodging	\$ 320.00
8312 Meals (out of town)	\$ 120.00	8312 Meals (out of town)	\$ 120.00
8313 Mileage/Parking (Conference or Training only)	\$ -	8313 Mileage/Parking (Conference or Training only)	\$ -
8310 Travel (air, car rental, bus)	\$ -	8310 Travel (air, car rental, bus)	\$ -
7755 Volunteer Appreciation	\$ -	7755 Volunteer Appreciation	\$ -
TOTAL MATERIALS & SERVICES:	\$ 8,111.00	TOTAL MATERIALS & SERVICES:	\$ 8,111.00
OTHER EXPENSES		OTHER EXPENSES	
Overhead Cost Allocation Pool, 16.5%	\$ 10,922.69	Overhead Cost Allocation Pool, 16.5%	\$ 10,922.69
TOTAL OTHER EXPENSES:	\$ 10,922.69	TOTAL OTHER EXPENSES:	\$ 10,922.69
TOTAL EXPENSES	\$ 77,120.78	TOTAL EXPENSES	\$ 77,120.78

Oregon Family Support Network #7315

Professional, Technical, and Consultant Services Agreement – Amendment #05

Oregon Family Support Network (OFSN) ED Diversion
July 1, 2015—June 30, 2016

EXPENSE		
PERSONNEL		
7223, 7225	Personnel Payroll	\$ 44,059.32
7253, 7255	Payroll Taxes	\$ 5,287.12
7243, 7245	Staff Benefits	\$ 8,740.66
TOTAL PERSONNEL:		\$ 58,087.09
MATERIALS & SERVICES		
7300	Benevolence Expense	\$ -
8113	Client Incentives (Flex Funds)	\$ -
COMMUNICATION		
8130	Cell Phone usage (and jet packs)	\$ 975.00
8131	Telephone land lines	\$ -
8132	Internet Services (Journyx, CDI, Basecamp, Survey Monkey, Constant)	\$ -
8530	Dues & Subscriptions	\$ -
8265	Equipment and Furniture	\$ -
	Computer Equip	\$ 800.00
	Cell Phone Equip	\$ 160.00
	Translation Equip	\$ -
	Other	\$ -
8260	Equipment Lease - Copier	\$ -
7554	Family Advocate/Representative (stipend)	\$ -
8104	Office Supplies	\$ 600.00
8140	Postage & Shipping	\$ 80.00
8170	Printing & Photocopying	\$ 240.00
PROFESSIONAL SERVICES		
7520	Accounting and Payroll Fees	\$ -
7547	Background Checks	\$ -
7545	Computer Support (repair/software maintenance)	\$ 400.00
8102	Marketing / Advert / Public Rel.	\$ 200.00
7550	Repairs & Maintenance (equip and space)	\$ -
7560	Temporary Help / Contract Help (Target CW - non Youth A.L.)	\$ -
7553	Translation / Interpretation	\$ 256.00
7543	Youth Activity Leaders (Target CW)	\$ -
8112	Program Mileage & Parking	\$ 2,200.00
8111	Program Related Supports (FOOD, supports, crafts, movies, stipends)	\$ 1,000.00
8210	Rent, monthly office space	\$ -
8114	Space Rent for Contract Activities	\$ -
7546	Speaker Fee / Entertainment at OFSN Event	\$ -
TRAVEL (Travel for Conferences, Training, Program Supervision)		
8309	Conference Registration Fees	\$ 760.00
8311	Lodging	\$ 320.00
8312	Meals (out of town)	\$ 120.00
8313	Mileage/Parking (Conference or Training only)	\$ -
8310	Travel (air, car rental, bus)	\$ -
7755	Volunteer Appreciation	\$ -
TOTAL MATERIALS & SERVICES:		\$ 8,111.00
OTHER EXPENSES		
	Overhead Cost Allocation Pool, 16.5%	\$ 10,922.69
TOTAL OTHER EXPENSES:		\$ 10,922.69
TOTAL EXPENSES		\$ 77,120.78

[Signature page follows]

Oregon Family Support Network #7315

Professional, Technical, and Consultant Services Agreement – Amendment #05

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SIGNATURE PAGE

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

OREGON FAMILY SUPPORT NETWORK

THE COUNTY OF CLACKAMAS

Sandy Bumpus 6/5/2018
Authorized Signature Date

Richard Swift Date
Health, Housing, and Human Services

Sandy Bumpus - Executive Director
Name / Title (Printed)

342496-80
Oregon Business Registry #

Domestic Nonprofit Organization / Oregon
Entity Type / State of Formation