

# AGENDA

**Thursday October 1, 2015 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2015-96

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. PRESENTATION** *(Following are items of interest to the citizens of the County)*

1. Presentation of the 2015 U.S. Travel Association's Destiny Achievement Awards Recognition to Oregon's Mt. Hood Territory (Danielle Cowan, Jeannine Breshears, Tourism & Cultural Affairs)
2. Presentation Regarding Earthquake Preparedness and the Clackamas County Shake Out Drill (Jay Wilson, Emergency Management)

**II. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**III. CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

**A. Health, Housing & Human Services**

1. Approval of an Intergovernmental Agreement with the State of Oregon, Acting by and through its Oregon Health Authority, for Adult Mental Health Initiative (AMHI) - *Behavioral Health*
2. Approval of an Agency Service Agreement with Lifeworks, NW for Assertive Community Treatment Programs - *Behavioral Health*
3. Approval of a Revenue Agreement with Oregon Department of Education – Youth Development Division for PreventNet Community Schools – *Children, Youth & Families*
4. Approval for a Revenue Agreement with CareOregon for Dental Health Expansion – *Health Centers*
5. Approval of Amendment No. 1 for the Agreement with CompHealth Locum Tenens for Locum Tenens Staffing – *Health Centers*

**B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**C. Administration**

1. Resolution No. \_\_\_\_\_ Valuing Diversity, Equity and Inclusion in Clackamas County

**D. Juvenile Department**

1. Approval of a Grant Award through the Criminal Justice Commission to Enhance the Clackamas County Juvenile Drug Court Program
2. Approval of Amendment No. 2 to the Intergovernmental Agreement between Clackamas County Juvenile Department and Multnomah County to Increase Capacity of the Assessment and Evaluation Beds

**IV. COUNTY ADMINISTRATOR UPDATE**

**V. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)**



October 1, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Presentation of the 2015 U.S. Travel Association's Destiny Achievement Awards  
Recognition to Oregon's Mt. Hood Territory

<b>Purpose/Outcomes</b>	Update the Board on the recognition by U.S. Travel Association for outstanding accomplishments in national destination marketing organization's tourism marketing.
<b>Duration</b>	Recipient of 2015 national industry achievement awards.
<b>Previous Board Action</b>	The Board has been very supportive of Tourism's marketing efforts as Oregon's Mt. Hood Territory.
<b>Contact Person</b>	Jeannine Breshears, Marketing & Programs Manager for Tourism & Cultural Affairs, 503-655-8419.

**BACKGROUND:**

Clackamas County Tourism & Cultural Affairs (CCTCA) branded as Oregon's Mt. Hood Territory received two top honors from the U.S. Travel Association at the annual Educational Seminar for Tourism Organizations (ESTO) conference in Portland, August 25, 2015. The Destiny Award program recognizes U.S. Travel destination members for excellence and creative accomplishment in destination marketing and promotion at the local and regional level, and fosters the development of imaginative and innovative destination marketing promotion programs and activities.

Oregon's Mt. Hood Territory won two national Destiny Awards at the closing ceremony: one was for Best Visitor's Guide in 2015, and the second was for the Best Short Term Marketing Campaign for the Austin, TX marketing efforts. The campaign used both traditional and guerilla-style marketing elements to raise awareness of Mt. Hood Territory as a travel option for Austin residents looking to escape the summer heat. Promotions included radio ads, custom-designed billboards and digital advertising elements combined with branded Pedicabs designed to look like covered wagons, a Mt. Hood Territory themed scavenger hunt and an online sweepstakes. The advertising generated more than 10 million impressions from Austin residents while web traffic from Austin and other Texas communities soared during the campaign, increasing by more than 240%. Numerous lodging partners reported increased bookings from people hailing from that area.

Mt. Hood Territory's Travel Planner combines beautiful photography showcasing iconic experiences in The Territory with compelling writing to entice people to visit and explore everything it has to offer. It serves as the primary fulfillment piece for people looking for information about lodging, attractions and experiences in The Territory. The Travel Planner can be requested for mail or viewed online at MtHoodTerritory.com

While the awards are exciting, the real proof of success is in the numbers. Local Transient Room Tax (TRT) is up more than 10% the past year, reaching almost \$3.78 million, which is a record-breaking total. These awards prove that Mt. Hood Territory is a leader in the nation's destination marketing industry, and the record TRT revenues demonstrate to our tourism partners our success in promoting Mt. Hood Territory collectively. Without our partners, none of this would have been possible.

Respectfully submitted,

Danielle Cowan, Executive Director  
CCTCA/Oregon's Mt. Hood Territory



NANCY S. BUSH  
DIRECTOR

**DEPARTMENT OF EMERGENCY MANAGEMENT**

**COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER**  
2200 KAEN ROAD | OREGON CITY, OR 97045

October 1, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Presentation Regarding Earthquake Preparedness and the Clackamas County Shake Out Drill

<b>Purpose/Outcome</b>	Awareness, safety, and protection during an earthquake.
<b>Dollar Amount and Fiscal Impact</b>	No direct budget impacts since this is an annual program that is shared between multiple County departments.
<b>Funding Source</b>	No County General Funds are involved.
<b>Safety Impact</b>	High – save lives and minimize injuries during an earthquake.
<b>Duration</b>	Shakeout occurs on October 15 at 10:15 AM
<b>Previous Board Action/Review</b>	No Board Action necessary. This is an annual earthquake safety drill.
<b>Contact Person</b>	Jay Wilson, Resilience Coordinator, Emergency Management, x4848
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

Oregon is earthquake country and Clackamas County knows this first hand. In March 1993, the “Spring Break” quake roused many residents from sleep, damaging numerous homes and business, including severely damaging Molalla High School. State-wide, increasing attention is being given to the Cascadia Subduction Zone off of the Oregon coast and the potential for a magnitude 9.0 great earthquake.

Clackamas County requires all employees to participate in this annual earthquake drill to practice drop, cover and hold on. Residents and businesses are encouraged to take part in practicing this personal protective measure to make taking immediate action more intuitive, since earthquakes strike with no warning.

**RECOMMENDATION:**

Presentation only, recommendation is for all County employees to participate in the October 15<sup>th</sup> drill.

Respectfully submitted,

Nancy Bush, Director  
Department of Emergency Management

October 1, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the State of Oregon,  
Acting by and through its Oregon Health Authority, for  
Adult Mental Health Initiative (AMHI)

<b>Purpose/Outcomes</b>	This agreement provides funding to the County for local administration, mental health and addiction services to residents of Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	This is a revenue agreement with a current maximum value of \$659,195.73 for the biennium
<b>Funding Source</b>	Oregon Health Authority – No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates June 30, 2017
<b>Previous Board Action</b>	The previous 2013-2015 biennial agreement was approved by the Board of County Commissioners on September 12, 2013 agenda item 091213-A3
<b>Contact Person</b>	Mary Rumbaugh, Interim Director- Behavioral Health Division (503)742-5305
<b>Contract No.</b>	7296

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing and Human Services Department request the approval of an Intergovernmental Agreement with the State of Oregon, Acting by and through its' Oregon Health Authority for the operation of Adult Mental Health Initiative. AMHI is designed to promote effective use of facility-based mental health treatment, increase care coordination and increase accountability at a local and state level. The initiative supports adults with mental illness in the least restrictive environment possible and minimize use of long term institutional care.

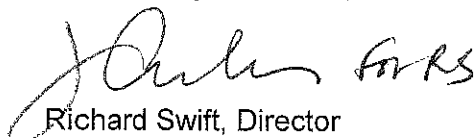
This contract is effective July 1, 2015 and continues through June 30, 2017. This contract was reviewed and approved by County Counsel September 19, 2015

**RECOMMENDATION:**

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

We further recommend that Mary Rumbaugh, Interim Director of the Behavioral Health Division, be authorized to act as County Financial Assistance Administrator under the terms of this agreement with authority to sign proposed amendments to the following: Exhibit C Financial Assistance Award, as well as Exhibit A Definitions and Exhibit B Service Descriptions on behalf of the County.

Respectfully submitted,

  
Richard Swift, Director



**Agreement Number 148508**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Clackamas County  
acting by and through its Behavioral Health Division  
2051 Kaen Road #367  
Oregon City, OR 97045  
Attn: Deborah Friedman  
Telephone: 503-742-5336  
Facsimile: 503-742-5311  
E-mail address: [deborahfri@clackamas.or.us](mailto:deborahfri@clackamas.or.us)**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to OHA's

**Addictions and Mental Health Division  
500 Summer Street NE, E86  
Salem, OR 97301  
Agreement Administrator: Karen Wheeler or delegate  
Telephone: 503-945-6191  
Facsimile: 503-378-8467  
E-mail address: [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us)**

**1. Effective Date and Duration.**

This Agreement, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice or July 1, 2015 whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2017. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions
- (7) Exhibit E: Financial Pages

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, C, and E.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**3. Consideration.**

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is as set forth in Exhibit E., "Financial Pages". OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

**4. Vendor or Sub-Recipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

- County is a sub-recipient     County is a vendor     Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: Not Applicable

**5. County Data and Certification.**

- a. **County Information.** County shall provide information set forth below. This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

County Name (exactly as filed with the IRS): \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Facsimile: ( ) \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

**Proof of Insurance:**

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by OHA or OHA designee.

- b. **Certification.** The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) The information shown in this Section 5., County Data and Certification, is County's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;



- (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
  - (4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at:  
<https://www.sam.gov/portal/public/SAM/>; and
  - (5) County is not subject to backup withholding because:
    - (a) County is exempt from backup withholding;
    - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS**

**6. Signatures.**

**Clackamas County acting by and through its Behavioral Health Division  
By:**

---

Authorized Signature	Title	Date
----------------------	-------	------

**State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190  
By:**

---

Authorized Signature	Title	Date
----------------------	-------	------

**Approved for Legal Sufficiency:**

---

Approved via email by Jeff Wahl		6/30/2015
Assistant Attorney General		Date

**OHA Program:**

---

Approved via email by Joan Wan		6/29/2015
Authorized Signature		Date

**Office of Contracts and Procurement:**

---

Contract Specialist		Date
---------------------	--	------

## EXHIBIT A

### Part 1 Statement of Work

1. **Purpose:** County shall provide oversight and care coordination of individuals whose county of responsibility falls within Clackamas County, or who are members and individuals assigned to County by OHA to ensure access to services consistent with the clinical needs of the individual and the purpose of the Adult Mental Health Initiative (AMHI). County of responsibility is defined as the county in which an individual most recently maintained a postal address, or if residence is otherwise indeterminate, the county where the individual was placed on an involuntary hold. Incarceration or placement in the state hospital or a licensed 24-hour facility is not to be used to make this determination. OHA requires that the County meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
2. **Services to be provided by County shall include:** Where referenced in this Agreement, "Agreement Settlement" means OHA's reconciliation of amounts OHA actually disbursed to County against amounts that OHA is obligated to pay to County for services provided under this Agreement. Agreement Settlement can occur following the end of a biennial period, upon termination or expiration of this Agreement. County shall provide the following:

a. Service Name: **MHS SPECIAL PROJECTS**

Service ID Code: **MHS 37**

(1) **Service Description**

MHS Special Projects (MHS 37) are Mental Health Services within the scope of ORS 430.630 delivered on a demonstration or emergency basis for a specified period of time. Each special project is specifically described in a separate exhibit to this MHS 37 Service Description, which exhibits are incorporated herein by this reference. When Exhibit E, "Financial Pages" contains a line providing payments for MHS 37 Services that line will contain a special condition specifying what special project exhibit to this MHS 37 Service Description applies.

(2) **Performance Requirements**

See specific special project exhibits, if any, to this MHS 37 Service Description.

**(3) Special Reporting Requirements**

See specific special project exhibits, if any, to this MHS 37 Service Description.

**(4) Payment Calculation, Disbursement, and Agreement Settlement Procedures**

See specific special project exhibits, if any, to this MHS 37 service description.

Even if the Financial Pages provide payment amounts for MHS 37 Services, OHA shall have no obligation to disburse any payments through this Agreement for any MHS 37 Services (even if payments therefore are disbursed to County) unless a corresponding special project exhibit describing the project is attached to this service description.

**b. Exhibit MHS 37 – Adult Mental Health Initiative (AMHI)  
to MHS 37 Service Description  
MHS Special Project**

**(1) Service Description**

MHS 37-Adult Mental Health Initiative (AMHI) is designed to promote the availability and quality of individualized community-based services and supports so that adults with mental illness are served in the most independent environment possible and use of long term institutional care is minimized. This is achieved, in part, through effective utilization of current capacity in facility based treatment settings, increased care coordination and increased accountability at a local and state level.

**Target Population:**

The target population is individuals who, because of mental illness:

- (a) Currently reside at an institution listed in ORS 179.321 and includes patients residing within a Neuro/Gero ward at Oregon State Hospital (OSH) in Salem, Oregon; or
- (b) Currently reside in a licensed community based setting listed in ORS 443.400 and includes licensed programs designated specifically for young adults in transition; or
- (c) Are under a civil commitment pursuant to ORS 426; or
- (d) Were under a civil commitment that expired in the past 12 months;  
or

- (e) Would deteriorate to meeting one of the above criteria without treatment and community supports.

This does not include individuals who are under the jurisdiction of the Psychiatric Security Review Board.

County shall provide oversight and care coordination of individuals within the target population to facilitate access to services consistent with the clinical needs of the individual and the purpose of the Adult Mental Health Initiative. County shall maintain and monitor a provider panel that requires written agreements between County and providers, and that has sufficient capacity and expertise to provide adequate, timely and medically appropriate access to services for the target population. The clinical services may be described and funded through other contracts or service elements including, but not limited to, MHS 20-Non- Residential Mental Health Services for Adults, MHS 24-Regional Acute Psychiatric Inpatient Services, MHS 26-Non-Residential Mental Health Services For Youth and Young Adults In Transition, MHS 27-Residential Treatment Services for Youth and Young Adults In Transition, MHS 28-Residential Treatment Services, and MHS 34-Adult Foster Care Services for individuals who are 18 years of age or older.

**(2) Performance Requirements**

County shall perform the following:

- (a) Supported Housing:
  - i. Develop supported housing resources;
  - ii. Coordinate access, subject to availability of funds, to safe and affordable housing; and
  - iii. Management and distribution of rental assistance program resources.
- (b) Exceptional Needs Care Coordination:
  - i. Hold a face-to-face meeting with every individual referred to OSH from an acute care setting within 72 hours of the referral to assess if diversion from the State Hospital Waitlist is possible;
  - ii. Hold a face-to-face meeting with every non-forensic OSH admission from County within 72 hours of admission resulting in a preliminary discharge plan and a preliminary individualized recovery plan for that individual;
  - iii. Participate in 100% of the State Hospital Interdisciplinary Team (IDT) meetings for each individual from the County's service area;

- iv. Coordinate treatment planning team meetings for individuals originating from within the County's service area and temporarily receiving treatment at one of the OSH campuses with the goal of assuring appropriate community-based services and supports are developed and available upon IDT determination that the individual no longer requires hospital level of services; v. Ensure administration of standardized tools to determine individual's needs and setting (including Level of Care Utilization System for Psychiatric and Addiction Services (LOCUS), Level of Service Inventory (LSI) or other tools prescribed by OHA);
  - vi. Ensure systemic monitoring of individual's need and access to services; and
  - vii. Ensure individuals have access to all appropriate benefits and resources available;
- (c) Crisis and Mobile Crisis Services: Ensure access to mobile crisis services as needed as a part of comprehensive community treatment.
- i. Provide crisis services, including but not limited to, 24-hours a day, seven days a week screening to determine the need for immediate services for any individual requesting assistance or for whom assistance is requested; and
  - ii. Mobile crisis services are crisis services delivered in an individual's home, a public setting, in a school, in a residential program or in a hospital to enhance community integration. Mobile crisis services may include:
    - A. Mental health crisis assessment;
    - B. Brief crisis intervention;
    - C. Assistance with placement in crisis respite or residential services;
    - D. Initiation of civil commitment process if applicable;
    - E. Assistance with hospital placement; and
    - F. Connecting the individual with ongoing services and supports.
- (d) Rehabilitative Mental Health Treatment Services:
- i. Ensure individuals who are not enrolled in managed care have access to community-based rehabilitative mental health treatment; and
  - ii. Ensure the promotion and coordination of services described in (2)(d)i. above in the community.

- (e) Transition Planning and Management:
  - i. Ensure utilization management of existing residential resources;
  - ii. Ensure residential treatment coordination occurs to assist both non-Medicaid and Medicaid enrolled individuals who are not enrolled in managed care in transitioning between licensed facilities and from licensed facilities to independent living; and
  - iii. Provide OHA with admission and discharge information for both non-Medicaid and Medicaid enrolled individuals who are not enrolled in managed care receiving personal care and rehabilitative mental health services in licensed community-based settings.
- (f) Promote Peer Run and Peer Delivered Services:
  - i. Peer run and peer delivered services are provided by individuals who have successfully engaged in their own personal recovery and demonstrate the core competencies for Peer Support Specialists, as defined by OAR 410-180-0300 through 410-180-0380, which may be revised from time to time;
  - ii. Peer Support Specialists are compensated for delivering Peer Delivered Services;
  - iii. The provider shall maintain policies and procedures that facilitate and document accessibility to a full range of peer run and peer delivered services;
  - iv. Ensure each individual reported to OHA as an MHS 37-AMHI service recipient has an individualized recovery plan subject to recipient choice; and
  - v. Match individuals with peers who are best suited to assist in achieving goals in the individualized recovery plan. These services are provided by individuals who share a similar experience and promote recovery.
- (g) Recovery-oriented services:
  - i. Develop recovery oriented services based on identified individual and community needs that are culturally responsive and geographically accessible; and
  - ii. Develop purchasing strategies that encourage consumer self-direction, including but not limited to, developing voucher payment methods for some services.

- (h) Guardianship:
  - i. County may establish criteria for financially supporting guardianship; and
  - ii. County may prioritize support of court costs to establish non-paid family member as guardian.

(3) **Reporting Requirements**

- (a) Assure OHA licensed providers of adult mental health residential services comply with the prior authorization processes described in OAR 410-172-0140, service entry processes described in OAR 410-172-0240, and program requirements described in OAR 410-172-0250 through 410-172-0270.
- (b) County shall prepare and electronically submit to the E-Submission site located at [https://aix-xweb1.p.state.or.us/amh\\_xweb/amh/index.cfm?a](https://aix-xweb1.p.state.or.us/amh_xweb/amh/index.cfm?a), the following data within 45 calendar days following the end of each subject month, unless a different schedule is specified, AMHI Level of Service Intensity Determination Data that includes:
  - i. An eight digit alphanumeric character Medicaid ID number or a nine digit social security number;
  - ii. Individual's date of birth (00/00/0000);
  - iii. Individual's gender;
  - iv. Date of referral;
  - v. Referral source;
  - vi. Date of determination;
  - vii. County of Responsibility;
  - viii. Scores for LOCUS Domains (to be reported annually or as needed);
  - ix. Composite LOCUS score. (to be reported annually or as needed);
  - x. AMHI eligibility Y/N;
  - xi. Levels of care recommended. (Note: Base the recommended level of care on both LOCUS data and other data indicative of the individual's needs and functioning);
  - xii. Date the individual is determined not to be AMHI eligible or the last day the individual is considered AMHI eligible. Field will be blank if the individual continues to be AMHI eligible. A blank field will be considered complete;



- xiii. Type of community services provided for each individual served in unlicensed community settings; and
  - xiv. Additional narrative that may help document the services and supports offered to the individual.
- (c) County shall submit the following reports electronically to amhcontract.administrator@state.or.us on forms prescribed by OHA:
- i. Every two weeks, County shall prepare and submit to OHA a discharge planning update for every individual residing at OSH from their service area who has been determined to be "Ready to Transition" for 30 days or more. The update must describe the specific barriers;
  - ii. County shall prepare and submit an AMHI Statement of Revenue and Expenses report within 45 calendar days following the end of each subject quarter; and
  - iii. Upon OHA's identification of any deficiencies in the County's subcontractor performance under this Agreement, including failure to expend available funding, County shall prepare and submit to OHA an OHA approved corrective action plan (CAP). The CAP must include the following information:
    - A. The name of the subcontractor responsible for the deficiency;
    - B. Reason or reasons for the CAP;
    - C. The date the CAP will become effective;
    - D. Proposed resolution of the deficiencies identified; and
    - E. Proposed remedies, short of termination, should County's subcontractor not come into compliance within the timeframe set forth in the CAP.

**(4) Payment Calculation, Disbursement and Agreement Settlement Procedures**

- (a) Calculation of Payment: Payments for this special project are intended to be general payments for MHS 37-AMHI Services provided through this Agreement. Accordingly, OHA will not

track delivery of MHS 37-AMHI Services or service capacity on a per unit basis except as necessary to verify that the performance requirements set forth above have been met.

- (b) Disbursement of Payment: Unless a different disbursement method is specified in that line of the Exhibit E, "Financial Pages", OHA will make payments for MHS 37-AMHI Services provided under a particular line of the Financial Pages to County in substantially equal monthly payments during the period specified in that line of the Financial Pages, subject to the following:
- i. OHA may, upon written request of County, adjust monthly payments;
  - ii. Upon amendment to the Financial Pages, OHA shall adjust monthly payments as necessary, to reflect changes in the funding MHS 37-AMHI Services provided under that line of the Financial Pages;
- (c) Calculation of Performance Payment: County will qualify for a performance payment at the end of each fiscal year if it was operational, as defined by serving individuals and evidenced by the data properly reported in accordance with Section 2.b.(3), "Special Reporting Requirements", for at least 180 days per fiscal year and who meet the following performance criteria:
- i. County has documented achievement of 100% of the minimum number of mutually agreed upon qualifying events prior to the end of each year of funding under this Agreement; and
  - ii. County has maintained an average daily population on OSH non-forensic units below target set by OHA (unless this requirement has been waived by OHA); and
  - iii. County has discharged all non-forensic OSH individuals (excluding DHS' Aging and People with Disabilities service eligible individuals) in less than 90 days after being deemed ready to transfer.
- (d) Disbursement of Performance Payment: The performance payment is based on achievement of the performance criteria in accordance with Section 2.b.(2), "Performance Requirements" above. Upon OHA's determination that County met or exceeded the performance criteria, County may invoice OHA for a performance payment not to exceed the amount specified in that particular line of Exhibit E, "Financial Pages".

- (e) Agreement Settlement: Agreement Settlement will be used to confirm implementation of the project described herein based on data properly reported in accordance with Section 2.b.(3), “Special Reporting Requirements” above.

## EXHIBIT A

### Part 2

#### Payment and Financial Reporting

1. **Payment Provisions.** OHA agrees to pay County for accomplishing the Work required by this Agreement as described in Exhibit A, Part 1, "Statement of Work" and Exhibit E, "Financial Pages".
2. **Travel and Other Expenses.** OHA will not reimburse County for any travel or additional expenses under this Agreement.

## **EXHIBIT A**

### **Part 3 Special Terms and Conditions**

#### **1. Confidentiality of Client Information.**

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. OHA, County and any subcontractor will share information as necessary to effectively serve OHA clients.

#### **2. Amendments.**

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
  - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the County under this Agreement.
  - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work for the following:
  - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

**3. County Requirements to Report Abuse of Certain Classes of Persons.**

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
  - (1) Children (ORS 419B.005 through 419B.045);
  - (2) Elderly Persons (ORS 124.055 through 124.065);
  - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
  - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS' Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS' Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
  - (1) The name and address of the abused person and any people responsible for their care;
  - (2) The abused person's age;
  - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
  - (4) The explanation given for the abuse;
  - (5) The date of the incident; and
  - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:
    - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b. OHA represents and warrants as follows:**

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



(3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

**5. Funds Available and Authorized Clause.**

a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

**6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. **Reserved.**

8. **Ownership of Intellectual Property.**

- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement 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 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c. 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 County 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 County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the

expenditure of payments or the performance by County is untrue in any material respect when made;

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**10. OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

**11. Termination.**

- a. **County Termination.** County may terminate this Agreement:
  - (1) For its convenience, upon at least 30 days advance written notice to OHA;
  - (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;

- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. OHA Termination.** OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.
  - c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
12. **Effect of Termination.**
  - a. **Entire Agreement.**
    - (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
    - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
  - b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
13. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement

requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

17. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
  - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly,

indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
250 Winter St NE, Room 306  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same

counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.

28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. **Reserved.**
30. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.



31. **Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) 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 County’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.
32. **Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
  - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11.Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

## EXHIBIT C

### Subcontractor Insurance Requirements

**General Requirements.** County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified in this Exhibit C and meeting all the requirements under this Exhibit C before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with whom the county directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance.

2. **Professional Liability:**

**Required by OHA**  **Not required by OHA**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2017: ... \$3,000,000.

From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2017: ... \$5,000,000.

From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

3. **Commercial General Liability:**

**Required by OHA**  **Not required by OHA**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA:

**Bodily Injury/Death:**

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2017: ...\$3,000,000.  
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2017: ..\$5,000,000.  
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

**AND**

**Property Damage:**

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015: ...\$200,000.  
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2017: ...\$600,000.  
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

**4. Automobile Liability:**

**Required by OHA**  **Not required by OHA**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA:

**Bodily Injury/Death:**

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2017: ..\$3,000,000.  
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2017: ...\$5,000,000.  
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

**AND**

**Property Damage:**

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2017: ...\$200,000.  
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2017: ...\$600,000.  
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"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 Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. 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 OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **Certificate(s) of Insurance.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

## EXHIBIT D

### Required Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, 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.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (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 laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The County 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 Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement 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 County under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.



declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County 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 County's workplace or while providing services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement 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 Agreement, 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) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor'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 Agreement.
10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).



11. **Medicaid Services.** County 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 Part 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. County shall acknowledge County'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 Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **Agency-based Voter Registration.** If applicable, County 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.
13. **Disclosure.**
  - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another

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

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. 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.
- d. County shall make the disclosures required by this Section 13. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**14. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

**EXHIBIT E**

**Financial Pages**

2015-SG  
OREGON HEALTH AUTHORITY  
DIRECT CONTRACT  
FOR THE 2015-2016 FISCAL YEAR

DIR1

PART 1-A  
FINANCIAL PAGES

CONTRACT #: 148508

CONTRACTOR: CLACKAMAS COUNTY - AMHI

<u>SERVICE ELEMENT</u>	<u>CONTRACTED AMOUNT</u>	<u>CONTRACTED UNITS</u>	<u>SERV CODE</u>	<u>SP#</u>
MENTAL HEALTH SERVICES				
37 MHS SPECIAL PROJECTS	\$626,236.03	0.		1
TOTAL FOR MENTAL HEALTH SERVICES	\$626,236.03			
TOTAL FOR PART 1-A	\$626,236.03			

2015-6G  
 OREGON HEALTH AUTHORITY  
 DIRECT CONTRACT  
 FOR THE 2015-2016 FISCAL YEAR

DIR1

PART 1-C  
 FINANCIAL PAGES

CONTRACT #: 148508

CONTRACTOR: CLACKAMAS COUNTY - AMHI

<u>SERVICE ELEMENT</u>	<u>CONTRACTED AMOUNT</u>	<u>CONTRACTED UNITS</u>	<u>SERV CODE</u>	<u>SP#</u>
MENTAL HEALTH SERVICES				
37 MNS SPECIAL PROJECTS	\$32,959.79	0.		2
TOTAL FOR MENTAL HEALTH SERVICES	\$32,959.79			
TOTAL FOR PART 1-C	\$32,959.79			

OREGON HEALTH AUTHORITY  
Direct Contract

CONTRACTOR: CLACKAMAS COUNTY - AMHI  
DATE: 06/01/2015

CONTRACT#: 148508  
AMENDMENT#: 000

REASON FOR CONTRACT/AMENDMENT:

These funds are for the special project MHS 37-Adult Mental Health Initiative (AMHI) for the 2015-2016 fiscal year.

SPECIAL CONDITIONS:

- 1 These funds are for the special project described in Exhibit A, Part 1, MHS 37-Adult Mental Health Initiative (AMHI).
- 2 These funds are for MHS 37-Adult Mental Health Initiative (AMHI) Performance Payment.

COPY

4

October 1, 2015

Board of Commissioners  
 Clackamas County

Members of the Board:

Approval of an Agency Service Agreement with Lifeworks, NW for  
Assertive Community Treatment Programs

<b>Purpose/Outcomes</b>	To provide non-fidelity Assertive Community Treatment programs (ACT) to Clackamas County residents who are eligible members of HealthShare, OHP
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum is \$750,000.000
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	This is the renewal of contract #6775. The previous agreement was approved by the Board of County Commissioners on June 26, 2014 - agenda item 062614-4A25
<b>Contact Person</b>	Mary Rumbaugh, Interim Director – Behavioral Health Division – 503-742-5305
<b>Contract No.</b>	7220

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Agreement with Lifeworks NW for providing non-fidelity Assertive Community Treatment programs (ACT) to residents who are eligible members of HealthShare, OHP. The Behavioral Health Division has partnered with Lifeworks NW for behavioral health services since 2005.

The contract is effective July 1, 2015 and continues through June 30, 2016. Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Director

## AGENCY SERVICE CONTRACT

### Contract # 7220

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **LIFEWORKS NW**, hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

### CONTRACT

#### 1.0 Engagement

COUNTY hereby engages AGENCY to provide Non-fidelity Assertive Community Treatment (ACT) programs as described in Exhibit C, Scope of Work, attached hereto and incorporated herein.

#### 2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2015** and shall terminate **June 30, 2016** unless terminated by one or both parties as provided for in paragraph 6.0 below.

#### 3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C, Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until AGENCY submits required reports, 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 AGENCY.

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least six (6) years or such period as may be required by applicable law, following final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, 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 AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY 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. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.



3.4.2 COUNTY conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY 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 AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY 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. AGENCY shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, paragraph 9. Compliance with Applicable Law, attached hereto and incorporated herein by this reference. AGENCY shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.

4.4 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government 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 AGENCY.

#### **5.0 General Conditions**

5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners 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 AGENCY, and AGENCY's officers, agents, and employees, in performance of this contract.

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH 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 AGENCY, or its agents or employees under this contract.

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

5.2 Insurance. During the term of this agreement, AGENCY 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

AGENCY shall obtain, at AGENCY'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/\$3,000,000 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

AGENCY shall also obtain at AGENCY'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 \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY       Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$3,000,000 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 AGENCY'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 Insured Provisions. The insurance, other than the professional liability insurance, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its commissioners, 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 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 AGENCY 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 contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all

insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

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

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

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement 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. AGENCY by execution of this agreement 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 AGENCY 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 of the activity contracted herein except as set forth in this contract.

5.8 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 provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:

5.9.1 AGENCY shall:

- a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
- c. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.

5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

- a. for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work weeks five consecutive days, Monday through Friday;
- b. for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

5.9.4 AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.5 As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.9.6 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

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

5.11 Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.

5.12 Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

## **6.0 Termination**

6.1 Termination Without Cause. This contract may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' notice, in writing or delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this contract effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement 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.

6.2.2 The termination, suspension or expiration of the HealthShare Risk Accepting Entity Agreement.

6.2.3 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.

6.2.4 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY 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. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). 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. COUNTY shall require all AGENCYS with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific provisions of this contract. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6.4 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.

**7.0 Notices**

If to AGENCY:

Life Works NW  
14600 NW Cornell Road  
Portland, OR 97229

If to COUNTY:

Clackamas County Behavioral Health Division  
Attention: Contract Administration  
2051 Kaen Road, # 154  
Oregon City, OR 97045

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

Exhibit A	Definitions
Exhibit B	Scopes of Work
Exhibit C	Compensation
Exhibit D	Statement of General Conditions
Attachment 1	Invoice Template

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

**LIFEWORNS NW**

By: \_\_\_\_\_  
Mary Monnat, CEO/President

\_\_\_\_\_  
Date  
14600 NW Cornell Road  
Street Address  
Portland, OR 97229  
City/State/Zip  
(503) 645-3581 (503) 684-1425  
Phone / Fax

**CLACKAMAS COUNTY**

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department

\_\_\_\_\_  
Date

## EXHIBIT A DEFINITIONS

Whenever used in this Agency Services Agreement, the following terms shall have the meanings set forth below:

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health

AGENCY: entity contracted by COUNTY

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

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

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

Contract: this Agency Services Contract between COUNTY and AGENCY for the provision of services

COUNTY: Clackamas County Behavioral Health Division

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

DEPARTMENT: AMH contracts with COUNTY to establish and finance community mental health and addition programs; COUNTY, in turn, subcontracts certain services to AGENCY

DHS: Department of Human Services of the State of Oregon

Federal Funds: funds paid to AGENCY under this contract that are received from an agency, instrumentality or program of the Federal government of the United States

Health Share of Oregon: a Coordinated Care Organization serving Oregon Health Plan enrollees of Clackamas, Multnomah and Washington Counties.

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

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

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

Misexpenditure: money, other than an overexpenditure disbursed to AGENCY by COUNTY under this agreement and expended by AGENCY that:

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

Measures and Outcomes Tracking System (MOTS): the AMH data system that stores client data submitted by AGENCY and/or COUNTY

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

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

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

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

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

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

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



## EXHIBIT B SCOPE OF WORK

### Assertive Community Treatment (ACT)

Non-fidelity Assertive Community Treatment programs for adults ages 18 and up with diagnoses of nonorganic psychosis, bipolar or long-term depression; with severe functional impairments; who may have complicating medical conditions, co-occurring substance abuse disorders and/or a developmental disability; and who have avoided or not responded well to traditional outpatient mental health care and psychiatric rehabilitation services.

Assertive Community Treatment services is provided by an interdisciplinary team that ensures service availability 24 hours a day, 7 days per week and is prepared to carry out a full range of treatment functions wherever and whenever needed. AGENCY must have a low staff to client ratio (not to exceed 1:15) and a "whatever it takes" community-based service delivery approach. Services will be flexible, adapting to each person's changing needs and personal recovery goals. Individual are referred to the Assertive Community Treatment team when it has been determined that the individual's needs are so pervasive and/or unpredictable that they cannot be met effectively by any other combination of available community services.

Service components of a non-fidelity Assertive Community Treatment model shall include:

- Initial and on-going assessments
- Psychiatric services
- Case management
- Employment and housing assistance
- Family support and education
- Substance abuse services
- Other supports and services critical to the individual's ability to live independently in the community

To increase each individual's success in community living, the AGENCY will operate in close collaboration with families, providers of physical health care, psychiatric inpatient units, alcohol and drug treatment services, law enforcement and justice, housing, social services, shelter services, employment services and educational programs. AGENCY will ensure staff attendance and coordination with Treatment Courts for any clients enrolled in Drug Court or Mental Health Court.

AGENCY will include activities designed to: promote symptom stability and appropriate use of medication; restore personal, community living and social skills; promote and maintain physical health; establish access to entitlements, housing, work, and social opportunities; and promote and maintain the highest possible level of functioning in the community.

Measurable outcomes will be jointly negotiated between COUNTY and AGENCY at a future date.

**Program Performance Measures.**

At a minimum, AGENCY shall track the performance measures identified below and detailed in program instructions prepared by COUNTY and incorporated into this agreement by reference.

Program Goal	Performance Measure	Target # or %	Monthly Source
Maintain required access for routine, urgent and emergent appointments	Percent of individuals receiving routine initial appointments within 14 days of request	Target: 100%	Provider access reports  Secret shopper calls  Anecdotal information from clients and other partners, crisis lines
Ensure adequate and timely follow-up care for consumers after discharge from a hospital for mental illness	Percent of consumers who have an ambulatory mental health visit within seven (7) days of hospital discharge	Target: 90%	HSO Claims Data
Improve outcomes by the use of Treat to Target tools	Percent of consumers that have reached the target number of treatment sessions with positive outcomes Percent of consumers served that are evaluated using an outcomes measurement instrument.	Target: 50%  Target: 50%	ACORN data or new treat to target outcome measures developed and implemented by Health Share of Oregon.

AGENCY shall participate with the COUNTY in evaluation of contracted project/service outcomes, satisfaction surveys, or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify consumer counts, service provision, and outcome measures.

**EXHIBIT C  
COMPENSATION**

The estimated requirements funding for these services is subject to the limitations and requirements detailed in this agreement.

AGENCY will be paid a capacity payment for a total of 50 consumers to be served by the ACT team. Consumers will be covered by either HealthShare Clackamas, Clackamas Indigent Services, or OHP Open Card. This will replace Fee for Service payments for those services. AGENCY will be paid a total of **\$725,000.00 for the period of July 1, 2015 through June 30, 2016**, less any revenue from Medicare, open card or private insurance.

COUNTY will pay AGENCY on the following basis:

AGENCY will submit an invoice with an attached list of current clients and their insurance coverage. Invoice shall include documentation of true costs, less any program revenue.

AGENCY will submit a monthly invoice by the 10<sup>th</sup> of the month for services provided the prior month. AGENCY may use invoice template provided (Attachment 1). AGENCY will reference contract # **7220** on all invoices and correspondence regarding this agreement. Invoices shall be submitted electronically to:

**BHAP@co.clackamas.or.us**

When submitting electronically, designate AGENCY name and contract # **7220** in the subject of the e-mail.

**EXHIBIT D  
STATEMENT OF GENERAL CONDITIONS**

**1. Interpretation and Administration of Agreement**

AGENCY acknowledges that this agreement between COUNTY and AGENCY is subject to the underlying Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement between Health Share of Oregon and COUNTY, the Health Plan Services Contract between the Oregon Health Authority and Health Share of Oregon, the Oregon Revised Statutes concerning the Oregon Health Plan, and other applicable Oregon statutes and administrative rules concerning mental health services. If AGENCY believes that any provision of this agreement or COUNTY's interpretation thereof is in conflict with Federal and State statutes or regulations, AGENCY shall notify COUNTY in writing immediately.

AGENCY agrees to provide medically necessary services within the scope of its practice and license (hereinafter referred to as "services") to individuals assessed as having an eligible mental health condition specified in the Oregon Health Plan "Prioritized List of Mental Health Conditions", can benefit from those services, and as described below when authorized by COUNTY's treatment authorization process. AGENCY shall provide services in accordance with OAR 410-141-3120 "Operations and Provision of Health Services"; OAR 410-141-3420 "Billing and Payment"; and all DHS Rules in OAR Chapter 309 and any other administrative rules to which AGENCY is subject, as such rules may be amended from time to time. These laws, rules and regulations, are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated. Services provided under this agreement are to be within the scope of AGENCY's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services.

**2. General Performance Standards**

COUNTY shall monitor services provided by AGENCY and has the right to require AGENCY's compliance with OHA and Health Share of Oregon established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement. AGENCY will notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the conditions stated in this agreement.

a. Licenses and Certifications

By signing this agreement, AGENCY assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of AGENCY's employees and independent AGENCYs providing direct service and for all of AGENCY's facilities in which services are provided. AGENCY assures that it is certified under OAR 309-012-0130 – 309-012-0220 or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services. AGENCY will promptly notify COUNTY of the initiation of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations as well as any changes in AGENCY's practice ownership or business address, along with any other problem or situation that may relate to the ability of AGENCY to carry out the duties and obligations of this contract.

b. Eligibility and Authorization of Services

AGENCY shall verify eligibility and enrollment of clients prior to providing and billing for service and obtain authorization for the provision of covered services as necessary and appropriate according to COUNTY policies and procedures. AGENCY shall participate in the COUNTY concurrent review process. AGENCY understands that authorization for services will be based upon this review process.

c. Quality Assurance and Utilization Review

AGENCY shall cooperate with, and participate in, COUNTY's quality assurance and utilization review programs. AGENCY shall also participate in Health Share of Oregon quality initiatives as developed. Further, AGENCY shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided to clients.

AGENCY shall work with COUNTY staff to ensure that authorized services provided by AGENCY to clients are the most appropriate and cost efficient, and least restrictive. AGENCY staff shall make records available to COUNTY staff on site upon reasonable notice for purposes of utilization review.

d. Contractual Compliance

AGENCY shall ensure that all providers and staff employed or contracted by AGENCY who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

e. Provider Appeal Process

AGENCY shall have the right to appeal actions by COUNTY or decisions concerning interpretation of the Health Share of Oregon/Clackamas Risk Accepting Entity Agreement as they apply to this agreement. Appeals shall be made in writing.

Appeals related to administrative or clinical decisions and all other matters shall be made to COUNTY Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

### 3. **Clinical Standards**

a. Clinical Guidelines

AGENCY shall adopt clinical guidelines that inform mental health practitioners, clients, family members and advocates with evidence-based information about mental illness and appropriate treatment options. Clinical guidelines should be based on a systematic evaluation of research evidence; be designed to assist, rather than dictate, clinical decision-making; and are to be applied on a case-by-case basis. Such guidelines should provide recommendations for appropriate care based on scientific evidence and professional consensus; support for professional standards, quality improvement activities and education; and a basis for comparing current practice to evidence-based best practices. AGENCY shall make such guidelines available to COUNTY upon request.

b. Outcome Measure

AGENCY shall adopt the use of a measure of clinical outcomes that demonstrates a change in client status following an episode of treatment. The measurement tool adopted shall identify changes in symptoms, functioning, quality of life, adverse events or satisfaction. AGENCY shall make information about outcome measures used available to COUNTY upon request.

c. Coordination of Care

i) AGENCY shall develop, implement and participate in activities supportive of a continuum of care that integrates mental health, addiction and physical health interventions in ways that are seamless and whole to the client. Integration activities may span a continuum ranging from communication to coordination to co-management to co-location to the fully integrated, person-centered health care home.

- ii) To insure appropriate coordination of services to enrolled individuals, AGENCY shall collaborate with allied agencies in the local service area, including but not limited to primary care clinics, housing authorities, chemical dependency agencies, juvenile justice, school districts, and Department of Human Resources, Child Welfare programs. AGENCY will make every effort to obtain a signed Release of Information at the onset of treatment, notifying the service partner in writing of preliminary diagnosis and prescribed medications, notifying of any major changes or medical complications that occurred during the course of treatment and notifying upon termination of treatment.
- iii) AGENCY shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:
  - (1) AGENCY shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. AGENCY shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning and the development of community resources to aid in the timely discharge and community placement of the client. AGENCY shall assure an appointment with an appropriate provider within seven (7) days of discharge from acute care, sub-acute care or psychiatric residential treatment care.
  - (2) AGENCY shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.
  - (3) AGENCY shall refer clients for a Level of Service Intensity Determination Screening when a higher intensity of service appears warranted.
  - (4) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.

d. Crisis Response

AGENCY will be responsible for twenty-four hour, seven days a week crisis response for their enrolled individuals. AGENCY shall establish and follow a system for appropriate and timely response to emergency needs of individuals. During the period of service, AGENCY shall respond to all enrolled client emergencies. "Emergency" shall mean the sudden onset of a mental health condition manifesting itself by acute symptoms and one or more of the following circumstances are present: (1) the client is in imminent or potential danger of harming himself or others as a result of an eligible condition; (2) the client shows symptoms, e.g., hallucinations, agitation, delusions, etc., resulting in impairment in judgment, functioning and/or impulse control severe enough to endanger his or her own welfare or that of another person; or (3) there is an immediate need for Services as a result of, or in conjunction with, a very serious situation such as an overdose, detoxification, potential suicide or violence. AGENCY will have a system of crisis response to individuals enrolled in their program. At a minimum, AGENCY will have a clinician available by phone for consultation at all times. This clinician shall be familiar with the case or shall have the ability to contact clinician(s) familiar with the case. AGENCY shall provide 24-hour, seven day per week telephone or face-to face crisis support coverage as outlined in OAR Chapter 309. Crisis services must include 24 hour, seven days per week capability to conduct, by or under the supervision of a QMHP, an assessment resulting in a Service Plan that includes the crisis services necessary to assist the individual and family to stabilize and transition to the appropriate level of care.

e. Standards of Care

COUNTY promotes resilience in and recovery of the clients it serves. COUNTY supports a system of care that promotes and sustains a client's recovery from a mental health condition by identifying and building upon the strengths and competencies within the person to assist them in achieving a meaningful life within their community. Consistent with these values, AGENCY shall:

- i) Provide services in a manner that assures continuity and coordination of the health care services provided to each client;
- ii) Accept clients for treatment on the same basis that AGENCY accepts other clients and render services to clients in the same manner as provided to AGENCY's other clients. AGENCY shall not discriminate against clients because of source of payment, race, ethnicity, gender, gender identity, gender presentation, sexual orientation, national origin, ancestry, religion, creed, marital status, familial status, age, except when program eligibility is restricted to children, adults or older adults, source of income, disability and diagnosis;
- iii) Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition. AGENCY shall comply with access standards as set forth in OAR 410-141-3220 "Accessibility";
- iv) Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- v) Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- vi) Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;
- vii) AGENCY shall employ a system of internal review to evaluate the care being provided within the agency, to modify service plans, adjust level of care being provided and consider duration of treatment. AGENCY will have a system of internal utilization management to assure that services are provided within the authorization maximum dollar amount, when applicable;
- viii) AGENCY shall have written policies and procedures related to consumer complaints as referenced in OAR Chapter 309; and
- ix) Agency shall notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the requirements in the Scope of Work.

#### 4. Encounter Submissions

- a. Usual and Customary Charges  
AGENCY shall bill COUNTY according to their Usual and Customary fee schedule. AGENCY shall base their Usual and Customary charges on a cost study that is updated annually.
- b. Compensation  
AGENCY shall be reimbursed at the COUNTY reimbursement rates in effect as of the date of service or billed charges, whichever is less.
- c. Third Party Resources and Coordination of Benefits  
AGENCY shall bill and collect from liable third party resources prior to billing COUNTY. If both the third party resource and COUNTY reimburse AGENCY for the same service, COUNTY shall be entitled to a refund for the exact amount of duplicate payment received by AGENCY.

AGENCY shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to COUNTY on an individual client basis. AGENCY shall make these records available for audit and review consistent with the provisions upon request.

If AGENCY has knowledge that a client has third-party health insurance or health benefits, or that either client or AGENCY is entitled to payment by a third party, AGENCY shall immediately so advise COUNTY.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", COUNTY reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. COUNTY may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

d. Encounter Data

AGENCY shall submit to COUNTY accurate and complete encounter data in the form of a CMS 1500 claim form for each contact with a client. To encounter data and receive payment, when applicable, AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech). AGENCY shall use its best efforts to supply encounter data once a month, and shall in all cases, supply encounter data no later than 120 calendar days after a contact with a client in accordance with OAR 410-141-3420, "Billing and Payment". Each encounter claim shall include such information as required in the Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement and meet specifications as a Valid Claim. AGENCY shall use the most current DSM Multi-Axial Classification System. DSM codes shall be reported at the highest level of specificity.

Claims may be submitted to PH Tech in either paper or electronic format.

PH Tech shall pay AGENCY on behalf of COUNTY, by the 45<sup>th</sup> business day after a valid claims received, fee-for-service payments as specified in section 1 above. COUNTY shall have no obligation to make payment to AGENCY if AGENCY fails to obtain a valid authorization to provide services, fails to verify eligibility for Covered Services and the individual is not an eligible client on the date of service, if the services provided are not Covered Services, or if AGENCY fails to submit fee-for-service bills within 120 calendar days of the date of service. The timely filing requirement is extended to 12 months when there is a Third Party Resource as the primary payer and to 12 months when Medicare is primary. To be considered for payment, claims resubmission requests submitted by AGENCY must be received by PH Tech within 120 days of the date of the first denial.

e. Non-Covered Services

AGENCY shall follow OAR 410-141-3420, "Billing and Payment", when submitting fee-for-service claims for services provided to OHP Members that are not Covered Services.

f. Payment in Full

Except as expressly provided below, payments to AGENCY made by COUNTY for services provided under the terms of this agreement shall constitute payment in full. OAR 410-141-3420, "Billing and Payment", AGENCY shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against OHA or any client for services contracted hereunder, either during the term of this agreement or at any time later, even if COUNTY becomes insolvent. This provision shall not prohibit collection for non-covered services that may be the responsibility of the client or any permitted co-pays, co-insurance, deductibles or any other cost sharing, if any and as applicable. AGENCY may bill and collect separately for those costs which are lawfully the responsibility of the client. When combined with all sources of payment, COUNTY's payment to AGENCY shall not exceed the reimbursement amount in effect as of the date of service.

g. Overpayments

Any payments made by COUNTY to which AGENCY is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by AGENCY within thirty (30) calendar days of the discovery, in accordance with OAR-410-120-1280, "Billing" and OAR 410-120-1397, "Recovery of Overpayments to Providers – Recoupments and Refunds". AGENCY must not seek



payment from clients for any covered services, except any coinsurance, co-payments, and deductibles expressly authorized by OAR-410-120 or OAR-410-141. A client cannot be billed for services or treatment that have been denied due to provider error (e.g. required documentation not submitted, prior authorization not obtained, non-covered diagnosis, etc.).

## **5. Staff Standards**

COUNTY delegates to AGENCY the credentialing and re-credentialing of employed and contracted staff, volunteers and interns who provide and/or oversee services to clients under this agreement. Pursuant to OAR 410-141-3120 "Operations and Provision of Health Services", AGENCY must, at a minimum, obtain and verify documents that provide evidence of primary source verification of credentials as follows:

1. Appropriate education and academic degrees, as required;
2. Licenses or certificates, as required;
3. Relevant work history or qualifications, as required;
4. Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
5. Positive clearance by the National Practitioner Data Bank;
6. Positive clearance through the General Services Administration System for Award Management (SAM) at time of hire and monthly thereafter; and
7. Positive clearance through the Office of Inspector General's List of Excluded Individuals/Entities at time of hire and monthly thereafter.

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

In addition, AGENCY shall not permit any person to provide services under this agreement who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 "Program Integrity – Medicare and State Health Care Programs Subpart B". AGENCY may not submit claims for services provided after the date of such exclusion, conviction or termination.

AGENCY assures that all AGENCY employees and independent AGENCYs providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licensed or registered pursuant to OAR 410-141-3120. AGENCY shall not allow services to be provided by an employee or independent AGENCY who does not have a valid license or certification required by state or federal law.

AGENCY ensures that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements.

COUNTY reserves the right to review, upon reasonable notice and at AGENCY's site, the actual documents describing the credentials of AGENCY's employees and independent AGENCYs for purposes of verification.

## 6. Recordkeeping

### a. Clinical Records, Access and Confidentiality

**Clinical Records.** AGENCY shall ensure maintenance of recordkeeping consistent with OAR 410-141-3180, "Record Keeping and Use of Health Information Technology." The clinical record shall fully document the mental condition of the client and the services received by the client under this agreement. All clinical records relevant to this agreement shall be retained for at least seven (7) years after the date of clinical services for which claims are made, encounters reported, final payment is made, or all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven-year-period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven-year-period, whichever is later.

**Government Access to Records.** At all reasonable times, AGENCY and its subcontractors shall provide the Center for Medicare and Medicaid Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Department of Human Services Office of Payment Accuracy and Recovery, OHA, COUNTY and all their duly authorized representatives the right of access to AGENCY's financial (including all accompanying billing records), clinical/medical, and personnel records that are directly pertinent to this agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness and timeliness of services provided, and the capacity of AGENCY to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. AGENCY shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.

**Confidentiality and Privacy of Records.** The confidentiality of information concerning clients is subject to State and Federal guidelines, including but not limited to State (ORS 179.505 through 179.507, ORS 192.502, ORS 411.320, ORS 433.045(3)) and Federal (42 CFR Part 2, 42 CFR Part 431, Subpart F, 45 CFR 205.50) confidentiality laws and regulations. AGENCY and COUNTY shall not use, release, or disclose any information regarding a client for any purpose not directly connected with the administration of this agreement or under Title XIX of the Social Security Act, except with the written consent of the client or, if appropriate, the client's parent or guardian, or unless otherwise authorized by law. AGENCY shall ensure that its agents, employees, officers and subcontractors with access to client records understand and comply with this confidentiality provision.

**Release of Information.** AGENCY shall assure that COUNTY and any other cooperating health service providers have access to the applicable contents of the client's clinical record when necessary for use in the diagnosis or treatment of the client, to the extent such access is permitted by law. AGENCY shall release mental health service information requested by COUNTY or a provider involved in the care of a client within ten (10) business days of receiving a signed release. Except as provided in ORS 179.505(9), AGENCY shall provide the client or the client's legal guardian access to client's record and provide copies within ten (10) business days of any request for copies.

**External Review.** AGENCY shall cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, services under this agreement in accordance with 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

b. Financial Records

AGENCY shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. AGENCY shall make such policies and procedures available to COUNTY upon request.

AGENCY 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. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

COUNTY shall conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

AGENCY may be subject to audit requirements. AGENCY 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 OAR 801-030-0005, the independence rules contained within Governmental Auditing Standards (2011 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

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

Limited Scope and Full Audits shall be completed within nine (9) months of the close of AGENCY's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to COUNTY within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

## 7. Reporting

a. Abuse Reporting

AGENCY shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if AGENCY were a mandatory abuse reporter. If AGENCY is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. AGENCY shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

b. Behavioral Health Electronic Data System

AGENCY shall participate in the Oregon Health Authority (OHA)'s Enhanced Data Capture for all clients receiving Covered Services under this agreement. AGENCY shall submit all data to OHA via formats approved by OHA. AGENCY shall submit data in accordance with OHA timelines.

c. Delivery System Network (DSN) Provider Capacity Report

AGENCY shall submit a DSN Provider Capacity report to COUNTY within thirty (30) days of the effective date of this agreement, identifying all staff and independent AGENCYs who will provide services to clients under this agreement. In addition, the DSN Provider Capacity Report shall be updated and resubmitted monthly to COUNTY.

d. Access to Care

AGENCY shall submit the online regional access report to COUNTY in the prescribed format by the 15<sup>th</sup> of the month following services delivered.

e. Critical Incidents

AGENCY shall report all critical incidents. A critical incident is an unexpected occurrence that occurs on the premises of a program, or one that involves program staff and/or a service delivery activity which results in: death or serious physical or psychological injury, or the risk thereof; clear and present risk to public safety; major illness or accident; act of physical aggression; any other unusual incident that presents a risk to health and safety. Critical incidents also include the death of any clients.,

## 8. Monitoring

a. Agreement Compliance Monitoring

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

Should AGENCY found to be out of compliance with any requirement of this agreement, the following actions may be taken by COUNTY until the issue is resolved:

- (i) Request a conference of the parties to determine the need for technical assistance
- (ii) Require a corrective action plan
- (iii) Disallow referral of new clients to AGENCY
- (iv) Put AGENCY on probationary status and suspend billing authority

Should the issue remain unresolved, COUNTY may consider AGENCY in breach and may terminate this agreement.

b. External Quality Review

AGENCY agrees to participate with COUNTY in any evaluation project or performance report as designed by COUNTY or applicable State or Federal agency. AGENCY shall make all information required by any such evaluation project or process available to COUNTY or COUNTY's designee within thirty (30) business days of request.

## 9. Fraud and Abuse

AGENCY shall comply with, and as indicated, cause all employees and subcontractors to comply with, the following requirements related to fraud and abuse. All elements of this Fraud and Abuse exhibit apply to services provided to uninsured, indigent individuals with the exception of reports to the Medicaid Fraud Control Unit (MFCU) which do not apply to indigent services.

a. General

AGENCY, its employees and subcontractors shall comply with all provisions of the False Claims Act established under sections 3729 through 3733 of title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any Oregon laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in 42 USC 1320a-7b).

AGENCY, its employees and subcontractors shall comply with Oregon laws pertaining to false claims including the following: ORS 411.670 to 411.690 (submitting wrongful claim or payment prohibited; liability of person wrongfully receiving payment; amount of recovery); ORS 646.505 to 646.656 (unlawful trade practices); ORS chapter 162 (crimes related to perjury, false swearing and unsworn falsification); ORS chapter 164 (crimes related to theft); ORS chapter 165 (crimes involving fraud or deception), including but not limited to ORS 165.080 (falsification of business records) and ORS 165.690 to 165.698 (false claims for health care payments); ORS 659A.199 to 659A.224 (whistle blowing); OAR 410-120-1395 to 410-120-1510 (program integrity, sanctions, fraud and abuse); and common law claims founded in fraud, including Fraud, Money Paid by Mistake and Money Paid by False Pretenses.

AGENCY shall include information in its employee handbooks or other appropriate documents on laws described above, regarding the rights of employees to be protected as whistleblowers.

AGENCY shall further have policies and procedures for detecting and preventing fraud, waste and abuse that shall, at a minimum, include a process for monitoring and auditing files, claims and staff performance.

Entities receiving \$5 million or more annually (under this contract and any other OHP contract) 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, AGENCYs and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).

Certify when submitting any claim for the provision of OHP services that the information submitted is true, accurate and complete. AGENCY shall acknowledge AGENCY'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.

b. Fraudulent Billing and False Claims

AGENCY will report verified and suspected cases of fraud and abuse to the Medicaid Fraud Control Unit (MFCU) and COUNTY within five (5) business day of discovery.

If it is determined that services billed by AGENCY were fraudulently billed, or that a false claim was submitted, or that an instance of abuse has occurred, the following disciplinary actions may be taken by COUNTY:

- (i) If abuse is determined, consider restitution of funds based on the severity of the abuse identified.
- (ii) If fraud is determined or a false claim verified, require restitution of funds.
- (iii) If the action identified is determined to be non-intentional, require a corrective action plan
- (iv) Put AGENCY on probationary status and suspend billing authority until the issue is resolved
- (v) Termination of this agreement

COUNTY shall promptly refer all verified cases of Medicaid fraud and abuse to the MFCU, consistent with the Memorandum of Understanding between the State of Oregon Department of Human Services and the MFCU. COUNTY shall also refer cases of suspected Medicaid fraud and abuse to the MFCU prior to verification.

Participation of Suspended or Excluded Providers

AGENCY shall ensure that Covered Services may not be provided to clients by the following persons (or their affiliates as defined in the Federal Requisition Regulations):

- (i) Persons who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issues pursuant to Executive Order 12549 or under guidelines implementing such order; and
- (ii) Persons who are currently excluded from Medicaid participation under section 1128 or section 1128A of the Act; and
- (iii) Persons who are currently excluded from providing services under the Oregon Medical Assistance Program.

c. Examples of fraud and abuse that support referral to the MFCU and COUNTY

AGENCY who consistently demonstrates a pattern of intentionally reporting encounters or services that did not occur. A pattern would be evident in any case where 20% or more of sampled or audited services are not supported by documentation in the clinical records. This would include any suspected case where it appears that the provider knowingly or intentionally did not deliver the service or goods billed;

AGENCY who consistently demonstrates a pattern of intentionally reporting overstated or up coded levels of service. A pattern would be evident by 20% or more of sampled or audited services that are billed at a higher-level procedure code than is documented in the clinical records;

Any suspected case where the AGENCY intentionally or recklessly billed COUNTY more than the usual charge to non-Medicaid recipients or other insurance programs;

Any suspected case where the AGENCY purposefully altered, falsified, or destroyed clinical record documentation for the purpose of artificially inflating or obscuring his or her compliance rating or collecting Medicaid payments otherwise not due. This includes any deliberate misrepresentation or omission of fact that is material to the determination of benefits payable or services which are covered or should be rendered, including dates of service, charges or reimbursements from other sources, or the identity of the client or provider;

Providers who intentionally or recklessly make false statements about the credentials of persons rendering care to clients;

Providers who knowingly charge clients for services that are covered services or intentionally balance-bill a client the difference between the total fee-for-service charge and COUNTY's payment to the AGENCY, in violation of OHA rules.

d. Reporting suspected and verified cases of fraud or abuse

When a verified case of fraud or abuse exists, AGENCY will report the following information to the MFCU and COUNTY within five (5) business day of discovery of the suspected activity:

- (i) Provider Name, Oregon Medicaid Provider Number, address and phone
- (ii) Type of provider
- (iii) Source and nature of complaint
- (iv) The approximate range of dollars involved
- (v) The disposition of the complaint when known

- (vi) Number of complaints for the time period.

**Contact Information**

Report to: Medicaid Fraud Control Unit (MFCU)  
Phone: (971)673-1880  
Fax: (971)673-1890  
Address: 1515 SW 5th Ave., Suite 410, Portland, OR 97201

**Contact Information**

Report to: Clackamas Behavioral Health Division  
Contact: Compliance Officer  
Phone: (503)742-5335  
Fax: (503)742-5304  
Address: 2051 Kaen Road, Suite 154, Oregon City, OR 97045

**10. Compliance with Applicable Law**

AGENCY shall comply and, as indicated, cause all employees and subcontractors to comply with the following Federal requirements. For purposes of this agreement, all references to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

a. Miscellaneous Federal Provisions

AGENCY shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to this contract or to the delivery of work. Without limiting the generality of the foregoing, AGENCY expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements , Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) 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 CMHPs, 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 this contract and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 USC 14402.

b. Equal Employment Opportunity

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

c. Non-Discrimination

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

AGENCY shall comply with and cause its subcontractors to comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

d. Advance Directives

AGENCY shall provide adult clients with written information on Advance Directive policies and include a description of Oregon law. The written information provided by AGENCY must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. AGENCY must also provide written information to adult clients with respect to the following:

- (i) Their rights under Oregon law;
- (ii) AGENCY's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.
- (iii) AGENCY must inform clients that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

e. Drug Free Workplace

AGENCY shall maintain and cause all subcontractors to maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in AGENCY's workplace. AGENCY shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program. AGENCY will further comply with additional applicable provisions of the Health Share of Oregon Core Contract.

f. Clinical Laboratory Improvement

If applicable to Scope of Work, AGENCY shall and shall ensure that any Laboratories used by AGENCY shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

g. Clean Air, Clean Water, EPA Regulations

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

h. Energy Efficiency

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



i. Resource Conservation and Recovery

AGENCY shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 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.

i. Audits

AGENCY shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

j. Truth in Lobbying

AGENCY certifies, to the best of the AGENCY's knowledge and belief that:

- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of AGENCY, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (ii) 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, AGENCY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (iii) AGENCY shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients and subcontractors shall certify and disclose accordingly.
- (iv) 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 agreement 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.

k. Conflict of Interest Safeguards

AGENCY and its subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For purposes of implementing policies and procedures required in this section, AGENCY shall apply the definitions in the State Public Ethics

Law as if they applied to AGENCY for "Actual conflict of interest," ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "client of household," ORS 244.020(12).

AGENCY shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.

"AGENCY" for purposes of this section includes all AGENCY's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with the AGENCY; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them.

AGENCY shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

I. HIPAA Compliance

The parties acknowledge and agree that each of OHA and AGENCY is a "covered entity" for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA and AGENCY shall comply with HIPAA to the extent that any work or obligations of OHA arising under this agreement are covered by HIPAA.

AGENCY shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this agreement and with HIPAA. AGENCY shall comply and cause all subcontractors to comply with HIPAA and all the HIPAA provisions listed in the Health Share of Oregon Core Contract.

HIPAA Information Security. AGENCY shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.



October 1, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Revenue Agreement with Oregon Department of Education –  
Youth Development Division for PreventNet Community Schools

<b>Purpose/Outcomes</b>	Funding for PreventNet Community Schools at three Urban sites. Services include resources and academic support for approximately 174 at-risk students.
<b>Dollar Amount and Fiscal Impact</b>	\$350,000 will fund this program for the 2015 – 2017 biennium No County General Funds are involved
<b>Funding Source</b>	Oregon Department of Education – Youth Development Division – State General Fund
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2017
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Korene Mather
<b>Contract No.</b>	7426

**BACKGROUND:**

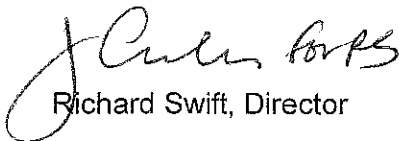
The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with Oregon Department of Education, Youth Development Division for PreventNet Community Schools. The majority of funds will be sub-contracted to non-profit service providers to provide academic support and resources to at risk students and their families at three Urban PreventNet Community School sites. No County General funds are involved in this contract.

This revenue agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

  
Richard Swift, Director



# Oregon Department of Education

Kate Brown, Governor

## Youth Development Division

255 Capitol St NE

Salem, OR 97310

Voice: 503-947-5600

Fax: 503-378-5156

### Youth Development Council 2015 – 2017 Biennium Program Performance Agreement

This program performance agreement is between the State of Oregon, acting by and through the Department of Education, Youth Development Division hereafter called Agency, and Clackamas County, acting by and through its Health, Housing & Human Services Department, Children, Youth & Families Division, hereafter called Grant Recipient.

**Statement of Work:** Grant Recipient shall perform the work as set forth outlined in Logic Model Sheet 3 of the respective attached project file detailing input, output, and outcome expectations, including any modifications made during the negotiations process.

**Budget:** Grant Recipient shall perform the statement in of work in accordance with the project budget outlined in Logic Model Sheet 4 of the respective attached project file, including modifications made during the negotiations process.

**Grant Award**  
\$350, 000.00

**Project File**  
**Attachment A: PreventNet Community Schools – Urban**

**Reporting:** Grant Recipients shall provide quarterly expenditure reports and program reports to track progress in meeting project deliverables.

**Monitoring:** YDD Grant Manger shall conduct at least one monitoring site visit during the project period.

**Reimbursement:** Quarterly reimbursements are subject to approval by YDD Grant Manager based on the review of expenditure and program reports. The YDD may withhold a quarterly reimbursement, or a portion of the quarterly reimbursement should a Grant Recipient fail to adequately meet the input, output, and outcome expectations outlined in the respective statement of work.

# YOUTH & YOU

Oregon Youth Development Council

## Application Cover Sheet

*(Maximum 1 page)*

**Project Name:** PreventNet Community Schools – Urban PreventNet Community School Sites:

- Alder Creek Middle School
- Rowe Middle School
- Milwaukie High School

**Contact Person:** Rodney Cook

**Affiliation:** Clackamas County Children, Youth & Families Division

**Address:** 2051 Kaen Rd

**Phone Number:** 503-650-5678

**Email:** rodc@clackamas.us

**Grant Tier:** Youth and Community Grant Tier I

**Grant Amount:** \$175,000/\$350,000 (2-year)

### Application Checklist

Please note that in response to requests from community partners, the Youth and Community Grant Application Form has a maximum limit of 13 pages (not including the cover sheet).

Be sure to include each of the following in the final community application:

- A completed application cover sheet *(maximum 1 page)*
- A completed indicators of need sheet *(maximum 1 page)*
- A completed equity sheet *(maximum 2 pages)*
- A completed definition of need sheet *(maximum 2 pages)*
- A completed logic model graphic *(maximum 1 page)*
- A completed logic model, sheets 1-4 *(maximum 7 pages)*

# YOUTH & YOU

Oregon Youth Development Council

## **Equity** *(Maximum 2 pages)*

**Please describe how the organizations and individuals involved in the Collective Impact approach are reflective of the population in need of programs and services in the community.**

A broad range of organizations and individuals that reflect the diversity of the community have participated in the planning, implementation, and ongoing development of the PreventNet Community Schools system to create better access to resources for underserved populations. Primary partners in this effort include the Positive Youth Development Collective (PYDC) leaders and its backbone organization Children, Youth & Families Division (CYF). Collective members represent a variety of communities across the county and their agencies/organizations offer an extensive array of services, programs, and resources. Several groups act in an advisory capacity to the PYDC. One of these is the Diversity Leadership Council (DLC), whose members are appointed by the Board of County Commissioners and represent Hispanic, Black/African American, Russian, transgendered, low income, and disabled communities and families in Clackamas County. DLC advises on community equity issues for specific populations, and provides feedback on Cultural Competency Self Assessments/Action Plans completed by CYF nonprofit contractors. Another advisory group is the Hispanic Interagency Network Team (HINT), a coalition of practitioners serving Latino populations in Clackamas County that provides insight into issues faced by Latino/Hispanic populations.

There are four local community prevention coalitions that also contribute to the effort by monitoring youth substance use/abuse trends and offering drug and alcohol prevention activities at the PreventNet sites. Members of these coalitions represent all community sectors, including law enforcement, faith, media, school, health, government, students, parents, civic/fraternal groups, business, city, and non-profits.

**Please describe if the community being served has a disproportionately high percentage of the population made up of traditionally underserved individuals.**

The Urban sites have disproportionately high numbers of minority students (Rowe 40%, Milwaukie HS 39%), free and reduced lunch participation (Rowe 71%, Milwaukie HS 76%), students with disabilities (Alder Creek 22%, Milwaukie HS 16%, Rowe 23%), and English language learners/limited English proficiency (Alder Creek 17%, Milwaukie HS 26%, Rowe 26%). There are significant disparities in academic achievement when comparing all students to students in the above mentioned subpopulations at each school site. The activities proposed in this application specifically target traditionally underserved students to improve educational outcomes in both middle and high school.

**Please describe how the mutually reinforcing activities of the Collective Impact community efforts have the appropriate culturally specific approaches.**

The PreventNet System and the PYDC in Clackamas County incorporate culturally-specific approaches in a number of ways. Each site is operated by culturally responsive nonprofit agencies, whose staff work with school personnel and use student data to identify students most in need of assistance and provide them with the holistic support they need to improve school success. Students and their families are connected to homework help and tutoring, prevention/early intervention services, basic needs resources, and other services as necessary. Youth progress is monitored closely through regular communication with the students and those working with them, and individual goals are identified and potential barriers to their success are discussed and problem-solved. Integration of PreventNet into the school setting ensures that services are provided in ways that are responsive to the specific needs of youth and their families, and the mutually reinforcing activities offered by PYDC partners are available in both English and Spanish and delivered in a variety of ways and settings so that they are accessible to those who need them.

PYDC capacity to provide equitable services is also built through some members' participation on Health Share of Oregon's Cultural Competence Workgroup and the State's DELTA (Developing Equity Leadership through Training and Action) program in order to access and integrate state-of-the-art culturally responsive strategies. Additionally, Clackamas County Children, Youth & Families Division, the backbone organization for PYDC, uses the National Standards for Culturally and Linguistically Appropriate Services as a blueprint for the development of new strategies.

Youth and Community

Clackamas County PreventNet Community Schools

Urban

# YOUTH & YOU

Oregon Youth Development Council

## Definition of Need Sheet *(Maximum 2 pages)*

### What is the social problem?

*Using a combination of quantitative and qualitative descriptive factors, please describe the social problem that exists in the community. This description should provide detailed information to define the problem.*

Youth that are not securely attached and engaged in school have an increased risk of dropping out. A large body of research demonstrates that school attachment is influenced by school and community environments, family, and individual influences. School factors include academic expectations and support for learning, positive adult/student relationships, and safety. Community factors are neighborhood affluence, educational aspirations/achievement of family and friends, and family-related influences include socioeconomic status and income, parental support and promotion of achievement.

At the Urban sites in Milwaukie, school attachment issues and academic achievement may be influenced by several factors. Parents may not be engaged in their children's education and this can have a profound effect on academic outcomes. This does not reflect disinterest in their child's education, but instead may be due to work schedules that do not allow for interaction during school hours, limited English proficiency and/or other cultural differences, lack of knowledge about how to navigate school systems, perceived inability to communicate with school administration and/or teachers, and lack of knowledge and understanding of how to advocate for their children, or any combinations of the above.

Students themselves may struggle with communication or may have friends that do not attend school regularly and/or are not high achievers. They may also need to work to help support their families or stay at home to care for younger siblings, an issue of particular concern within the Hispanic/Latino communities. School engagement and attachment can also impact juvenile referral rates – youth who are not constructively occupied with school and other activities are more likely to become involved in the juvenile justice system. The juvenile referral rate in the Milwaukie area is currently 3% (CCJD 2015).

Poverty and community educational attainment can impact youth academic outcomes. The poverty rate is 15% in the areas where the Urban PreventNet sites operate (ACS), however Latino/Hispanic persons (23%), persons identifying as two or more races (25%), single Latino/Hispanic females (47%), and persons with less than high school education (20%) experience poverty at much higher rates. Over 70% of students at both Rowe and Milwaukie HS and over half of students at Alder Creek qualify for free/reduced lunch.

While socioeconomic status has long been the most significant predictor of dropping out, recent studies indicate that attendance, behavior, and course failure in middle school may even more accurately forecast whether a student will complete high school (Balfanz et al 2010). For this reason, it is vital that dropout prevention start in late elementary and/or middle school – students who are struggling must be identified early and provided the support they need to be successful in school. Establishing new and maintaining existing PreventNet sites at the middle schools that feed directly into the high schools, as is proposed in this application, is an ideal means of providing this support. Students can be targeted as they enter middle school and followed as they transition into high school to improve academic outcomes.

### How does this social problem adversely impact education and/or workforce success?

*Please describe the connection between the social problem that exists in the community and the adverse impact on the educational and/or workforce success of Opportunity and Priority Youth.*

Youth who drop out of high school start their adult lives at significant disadvantage – the impacts are economic, social, and in terms of health and well-being and persist throughout their lifetime. Economic data on high school non-completers show that they generally earn up to 41% less than their peers with diplomas or GEDs with an even wider gap between them and persons with a college degree (US Census 2011). They are 72% more likely to be unemployed compared to high school graduates (US Dept. Of Labor 2003).



# YOUTH & YOU

Oregon Youth Development Council

## Logic Model

Please complete the logic model seen below. A template for compiling the content of the logic model can be found on following three pages.

### Collective Impact Community Effort

#### What is the Community's Common Agenda?

*Youth are safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status; and services are coordinated, accessible, equitable, and effective.*

#### What is the Communication Plan?

Regular reporting to and feedback among PYDC leaders, PreventNet system staff, and site communities.

#### What Organization is the Backbone Support?

Clackamas County Children, Youth & Families Division

#### What are the Mutually Reinforcing Activities?

*Mental/behavioral health, health prevention/promotion, data collection, skills classes, safety education, access to school-based health centers, D&A assessment and referral, peer and traditional mentoring, career exploration, and other social supports and resources.*

#### What are the Shared Measurements?

- *Collective resources are coordinated, accessible, equitable, and effective*
- *Youth are safe and supported in the school environment*
- *Youth have opportunities*



### Grant Application Activities



#### Mutually Reinforcing Activities

##### PreventNet Community Schools – Urban

- Alder Creek MS – Milwaukie
- Rowe MS – Milwaukie
- Milwaukie HS - Milwaukie

#### Outcomes

- *80% of Core Youth and/or families will be connected to appropriate interventions and school/community resources*
- *85% of Core Youth will participate in extracurricular activities to improve school attachment*
- *80% of youth will improve on academic measures (behavior, attendance, or grades)*



#### Application Budget (2-Year)

- YDC funded activities: \$350,000
- Leveraged funds/resources: \$440,542
- Total budgeted amount: \$790,542



#### Inputs/Outputs

- *Each Urban site will serve 58 Core Youth (total 174)*
- *Core Youth will be connected to a minimum of 2 appropriate interventions/resources (mental/physical health, tutoring, D&A assessment/referral, etc.) and additional extracurricular activities, career exploration, etc. to improve school attachment*



# YOUTH & YOU

Oregon Youth Development Council

District, North Clackamas SD, Oregon Trail SD, Canby SD, Estacada SD, Molalla Communities that Care, Clackamas Community College, Oregon City Together, Gladstone Youth Coalition, Vibrant Futures Milwaukie, Drugfree Estacada Families and Youth, Todos Juntos, and Metropolitan Family Services.

## **What is the Community's Communication Plan?**

*Please describe the mechanisms that have been established to ensure consistent and open communication among the Collective Impact collaborative. Be sure to include a description of how the plan will be used to build trust, assure mutual objectives, and create a common motivation.*

Communication is established on several levels to build trust, validate system/site contributions and opinions, and establish a loop for continuous feedback. Clear communication among system partners is key to coordinating efforts and mutual objectives in order to have the biggest impact on outcomes for youth. PYDC leadership began meeting in April 2014 to discuss the PreventNet Community School System and to identify its common agenda and to strategize coordination of reinforcing activities. It meets on a quarterly basis or as needed for site reports/updates and ongoing evaluation of services and coordination. PYDC leaders have committed resources to support the effort and enhance the PreventNet system – including both cash and in-kind contributions.

The communication plan also involves PreventNet Community School partners at each site – local collective impact group that includes school administration and staff, and nonprofit contractors. At this level, site progress is monitored using school data reports, ensuring that needed adjustments can be made quickly as trends emerge. School staff know which students are struggling and refer directly to PreventNet staff. Site development and service outcomes are shared with PYDC on a quarterly basis.

Finally, the external communication plan involves the PreventNet sites and their respective communities. Coordinated outreach to students, families, school administrative staff, and the larger community ensures that everyone knows that PreventNet services are available at the schools and how to access them.

## **What Organization is the Backbone Support?**

*Please identify the backbone support organization and describe the kinds of support functions that will be provided to the overall community effort.*

Clackamas County Children, Youth & Families Division provides the organizational infrastructure critical to the long-term success of the PYDC collaboration and has many years of experience serving in this type of role. Since 1993, CYF has convened stakeholder from a wide range of community sectors including medical, behavioral, social/human services, education, law enforcement, faith, business, parents, and youth to facilitate discussions about improving outcomes for youth and families. This ability to bring partners to the table, along with CYF's capacity for data collection/analysis/reporting, grant writing, program implementation and evaluation, and experience in the technical side of business in terms of contract development, negotiation, execution, and monitoring make it uniquely qualified to provide the backbone support to the PYDC effort.

# YOUTH & YOU

Oregon Youth Development Council

## **What are the shared measurements for the reinforcing activities of the Collective Impact community effort?**

*Please provide information on the shared measurements for the activities of the community effort. Include a description of how the participants are aligning data collection efforts.*

Shared measurements include:

### **Collective resources are coordinated**

- Measured by the number of services coordinated for core youth and their families at the PreventNet Community School sites.

### **Services are equitable**

- Measured by the number of underserved youth and their families accessing services in or through the PreventNet Community School.

### **Youth are safe and supported in the school environment**

- Measured by an increase in the number and percent of students responding to the Student Wellness /Oregon Healthy Teen Survey question:

- *At least one teacher or other adult at school really cares about me* ("very much" or "pretty much true" response).

### **Youth have opportunities**

- Measured by the number and percent of core youth at each site participating in career exploration, leadership, community service, and youth mentoring (both as mentees and mentors) activities.

Data collection efforts of the Collective are being aligned through regular analysis of PreventNet Core Youth input/output/outcome data from quarterly reports at PYDC meetings to ensure that youth being served by the system in the most efficient and effective way possible and that they are able to access the services they need.

# YOUTH & YOU

Oregon Youth Development Council

## What are the inputs/outputs/outcomes of the mutually reinforcing activities in this application for funding?

Please provide an overview of the inputs (numbers served and their demographic profiles, etc.) and outputs (services provided, etc.), and outcomes that are expected to occur as a result of the activities funded through this application. The outcomes should be quality measures of educational improvement, workforce success, and crime prevention. Identify the measurement tool being used to assess the outcomes. Be sure to include how these outcomes align with the collective impact community effort.

Inputs	Outputs	Outcomes	Measurement Tool	Alignment with PYDC Goals
<b>Direct Service</b>				
At each Urban site, 58 (total 174) at-risk/high risk students (CORE YOUTH) are targeted for services due to behavioral, attendance, or academic issues. Minority students will be prioritized.	Core Youth and/or families at each site will be referred to a minimum of 2 appropriate interventions and/or school/community resources (mental health, physical health, tutoring, etc.)	By June 30, 2017, 85% of Core Youth and/or their families will be connected to appropriate interventions and or school/community resources	Youth and family self-report	Youth are safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status.
		By June 30, 2017, 85% of Core Youth will participate in extracurricular activities to improve school engagement/attachment	Participation sign in sheets	
	Core Youth at each site will participate in extracurricular, career exploration, or other activities	By June 30, 2017, 80% of Core Youth will improve on academic measures (grades or attendance or behavior)	School data	
<b>System Coordination</b>				
Minimum of 4 quarterly PYDC system meetings to improve coordination of reinforcing activities, system development, discuss emerging trends etc.	A minimum of 4 site quarterly report presentations at each PYDC meeting	By June 30, 2017, PYDC partners will participate in a minimum of 4 meetings and/or provide input on system development, emerging trends, etc.	-Meeting rosters -Electronic communication	Services and resources are coordinated, accessible, equitable, and effective
Minimum of 6 PreventNet system meetings	-Site specific technical assistance (all sites) -A minimum of 5 community resource presentations will be scheduled	By June 30, 2017, 95% of PreventNet site staff will report increased system efficiency and feeling supported in their work	Site staff survey	

October 1, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for Dental Health Expansion

<b>Purpose/Outcomes</b>	The purpose of this agreement is to increase new patient numbers, increase the number of visits by CareOregon members, and increase the number of patients receiving dental sealants.
<b>Dollar Amount and Fiscal Impact</b>	CareOregon will pay County an initial amount of \$196,135.00. County will be eligible to receive up to \$2.00 per member per month based on improvement of the stated goals.
<b>Funding Source</b>	CareOregon funding to the CCHCD Dental Clinics
<b>Safety Impact</b>	N/A
<b>Duration</b>	January 1, 2015 – December 31, 2015
<b>Previous Board Action</b>	No Previous Board Action
<b>Contact Person</b>	Deborah Cockrell 503-742-5495
<b>Contract No.</b>	7413

**Background**


The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for Dental Health Expansion. This agreement is an incentive to increase the number of new members assigned, increase the number of visits by CareOregon members, and increase the number of members receiving dental sealants. CCHCD will increase dental staff and implement practices designed to motivate patients to receive dental care. CCHCD will receive up to \$2.00 per member per month (PMPM) based on meeting the improvement goals. CCHCD will also be eligible for additional bonus incentive payment.

There is no maximum dollar value assigned to this agreement as it is based on number of members assigned and goals reached. This agreement is effective January 1, 2015 and will terminate on December 31, 2015. The agreement is retro-active due to receiving in late from CareOregon.

**RECOMMENDATION:**

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

Respectfully submitted,

  
 Richard Swift, Director

Contract # 7413

CareOregon  
Letter of Agreement

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County acting on by and through its Health, Housing and Human Services Department, Health Center Division (COUNTY) for support of the dental program.

Project: Dental Expansion  
COUNTY Contact: Deborah Cockrell  
Phone: 503.742.5495  
E-mail: [DCockrell@co.clackamas.or.us](mailto:DCockrell@co.clackamas.or.us)

CareOregon Agreement Number: D15-0701E  
CareOregon Contact: Alyssa Franzen, DMD  
Phone: 503.416.4908  
E-mail: [franzena@careoregon.org](mailto:franzena@careoregon.org)

**I. Project Description:**

CareOregon has approved support for the COUNTY's dental program with program funding to increase staff for the ability to increase membership and increase member visit for calendar year 2015. Increasing member's visits and access to care will to improve overall quality of dental health. COUNTY will also be eligible for an additional per member per month (PMPM) based on quality measure improvements, as defined in Exhibit A.

**II. Project Objectives:**

The goal of this initiative is to improve the following:

- A. COUNTY will increase new patients by 825 in one year and report quarterly to CareOregon.
- B. COUNTY will increase number of visits by 1,650 in one year and report quarterly to CareOregon.
- C. COUNTY will increase the number of patients receiving dental sealants by 159 in one year and report quarterly to CareOregon.

The COUNTY agrees to implement the following to help achieve the above goals:

- A. .75 Full Time Employed Dental Hygienist
- B. .75 Full Time Employed Expanded function Dental Assistant
- C. .50 Full Time Employed Dental Navigator
- D. Implement patient incentive plan for sealants
- E. Implement scrubbing of medical and dental charts

**III. Payment:**

- A. CareOregon will pay COUNTY an initial amount of \$196,135.00 upon receipt of signed Agreement based on metric outcomes for 2014 and member assignment to COUNTY's dental home.
- B. CareOregon will pay COUNTY up to a maximum of \$2.00 PMPM based on improvement in quality measures and CareOregon obtaining a financial margin, as defined in Exhibit A.
- C. COUNTY is eligible for a Bonus Payment upon CareOregon obtaining a financial margin, as defined in Exhibit A.
- D. COUNTY agrees that CareOregon provided funding in association with this Agreement is to be used for COUNTY dental programs only and COUNTY will use a maximum of five (5) percent for indirect costs.
- E. COUNTY agrees this payment is for the time period outlined above only and does not imply or guarantee ongoing funding.

**IV. General Provisions:**

- A. Should COUNTY participation contract with CareOregon terminate, this funding will cease immediately upon written notification of termination and COUNTY agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above.
- B. COUNTY agrees that COUNTY Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. COUNTY will notify CareOregon if the COUNTY Contact changes.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or COUNTY Contact will suffice as written approval.
- D. All copyright interests in materials produced as a result of Fund support are owned by the COUNTY. The COUNTY grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.
- E. COUNTY agrees to uphold all confidentiality provisions of the Agreement between CareOregon and COUNTY, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.

Agreed to on behalf of Clackamas County:

Agreed to on behalf of CareOregon, Inc.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: Richard Swift

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

Title: Director, Health, Housing, and Human Services

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

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

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

**EXHIBIT A**  
**Quality Measure**  
**2015 Pay for Performance**

If COUNTY clinics are eligible, CareOregon will pay a per-member-per month payment (PMPM) and a Bonus Metric payment contingent on CareOregon, Inc. Dental Care Organization having a positive financial margin defined as an operating margin of more than 20% on risk revenue for calendar year 2015.

**I. PMPM Payment:**

Each COUNTY clinic location is eligible for a maximum of \$2.00 PMPM for January 2015 to December 2015.

COUNTY clinic locations have the ability to earn a percentage towards the maximum \$2.00 PMPM in three (3) categories if improvements meet or exceed improvement targets in Section C, Terms of PMPM, below:

- A. 45%: members assigned vs members seen during the calendar year; requires 90 day continuous enrollment
- B. 45%: assigned members ages 6-9 and 10-14 on Dec 31, 2015 to have received a sealant (CPT code d1351) during the calendar year; requires 90 days continuous enrollment
- C. 10%: assigned members to have received 3 or more prevention services during the calendar year; requires 90 days continuous enrollment. Prevention serviced CDT codes are: D0150, D0120, D0145, D0191, D1120, D1206, D1208, D1310, D1320, D1330 and D1351.

**II. Terms of PMPM:**

- A. Membership will be determined by total number of members on the first (1st) of the month.
- B. 2014 membership baselines will be calculated based on county of members' address.
- C. An improvement target over 2014 baselines will be set for each of the category above and are measured as follows:
  - 1. Improvement target of 2% for assigned vs seen from 2014 baseline of 33.5%.
  - 2. Improvement target of 3% for sealant from 2014 baseline of 10.3%.
  - 3. Improvement target of 2% for prevention services from 2014 baseline of 19.6%.

**II. Bonus Metric Payment:**

- A. A payment of \$25.00 for each ACA member to have at least one dental visit in the time period of January 1, 2015 to December 31, 2015.
- B. A payment of \$500.00 for each Department of Human Services child to receive a dental assessment within 60 days of placement on the State's list (meets OHA metric). This excludes children who meet metric on claims in the prior 30 days.



October 1, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of Amendment #1 of the agreement with  
 CompHealth Locum Tenens for locum tenens staffing

<b>Purpose/Outcomes</b>	Provide locum tenens staffing for Health Centers clinics
<b>Dollar Amount and Fiscal Impact</b>	Amendment #01 increases the contract by \$200,000. Bringing the maximum contract value to \$ \$350,000.
<b>Funding Source</b>	253-3510-08500-431545 - Primary Care Clinics
<b>Safety Impact</b>	None
<b>Duration</b>	Effective upon signature and terminates on February 28, 2016
<b>Previous Board Action</b>	The original contract did not require BCC action.
<b>Contact Person</b>	Deborah Cockrell, Health Centers Director – 503-722-5495
<b>Contract No.</b>	7086

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 with CompHealth Locum Tenens. CCHCD utilizes staffing agencies specializing in the medical field to obtain providers for temporary assignment when needed.

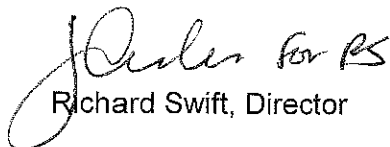
Amendment #01 adds \$200,000 to cover the cost of current locum tenens coverage being provided at the Health Clinics. This includes additional coverage that may be provided during the Holiday time period.

This amendment is effective upon signature and continues through February 28, 2015.

**RECOMMENDATION:**

Staff recommends the Board approval of this amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director

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

H3S Contract Number 7086 Board Agenda Number \_\_\_\_\_

and Date \_\_\_\_\_

Division Public Health Amendment No. 02

Contractor Comphealth

Amendment Requested By \_\_\_\_\_

Changes:       Scope of Services                       Contract Budget  
                   Contract Time                                       Other \_\_\_\_\_

**Justification for Amendment:**

This Amendment adds \$200,000.00, bringing the maximum contract value to \$350,000.00.

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

**AMEND:**

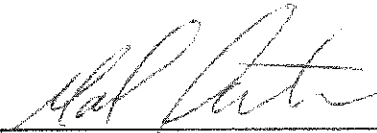
5.E Term. The term of this Agreement ("Term") shall begin on the Effective date and continue for a period of one (1) year. The Parties agree that the maximum Agreement value shall not exceed \$150,000.000.

**TO READ:**

5.E Term. The term of this Agreement ("Term") shall begin on the Effective date and continue for a period of one (1) year. The Parties agree that the maximum Agreement value shall not exceed \$350,000.000.

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

**COMPHEALTH**

By:   
Authorized Signature 9.22.15

Date \_\_\_\_\_  
8440 S Millrock Dr. Suite 175  
Street Address \_\_\_\_\_  
Salt Lake City, UT 84171  
City/State/Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_ / Email \_\_\_\_\_

Contractor's Federal I.D. # or Social Security # if Individual \_\_\_\_\_

**CLACKAMAS COUNTY**

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing, and Human Services Department

\_\_\_\_\_  
Date

DRAFT

Approval of Previous Business Meeting Minutes:

September 17, 2015

(draft minutes attached)

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports of this meeting can be viewed at*

<http://www.clackamas.us/bcc/business.html>

**Thursday, September 17, 2015 – 6:00 PM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner John Ludlow, Chair  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Housing Authority Commissioner Paul Reynolds

**EXCUSED:** Commissioner Jim Bernard  
Commissioner Tootie Smith

### **CALL TO ORDER**

■ Roll Call

Commissioners Bernard & Smith are attending a meeting outside the office and will not be in attendance this evening.

■ Pledge of Allegiance

**Chair Ludlow recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item.**

He introduced Housing Authority Commissioner Paul Reynolds and asked the Clerk to read the Housing Authority Consent agenda by title only.

### **I. HOUSING AUTHORITY CONSENT AGENDA**

1. In the Matter of Writing off Uncollectible Accounts for the First Quarter of Fiscal Year 2016

Chair Ludlow asked for a motion.

#### **MOTION:**

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Reynolds: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

**Chair Ludlow adjourned as the Housing Authority Board and re-convened as the Board of County Commissioners for the remainder of the meeting.**

### **II. PRESENTATION**

1. Presentation Announcing Graduation of the 2015 Citizen Academy Participants  
Tracy Moreland, Public & Government Affairs presented the staff report. She introduced the 2015 Citizens Academy graduates.

### **III. CITIZEN COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

1. Les Poole, Gladstone – livability in the region.

#### **IV. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title – he then asked for a motion.

#### **MOTION:**

Commissioner Savas: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 3-0.

#### **A. Health, Housing & Human Services**

1. Approval of an Intergovernmental Agreement with the Estacada School District for the Teen Mentor Program – *Children, Youth & Families*
2. Board Order No. **2015-92** Approval of Mental Health Director's Designee to Authorize a Custody Hold Under *ORS 426.233 – Behavioral Health*
3. Approval of the Intergovernmental Agreement with Portland State University for Trauma Informed Care Training and Consultation - *Behavioral Health*

#### **B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

#### **C. Community Corrections**

1. Approval of an Intergovernmental Agreement, No. 5110 with the State of Oregon, Department of Corrections for the 2015-2017 Grant-in-Aid Funding of Clackamas County Community Corrections Programs
2. Approval of an Intergovernmental Agreement, No. 5155 with the State of Oregon, Department of Corrections for the 2015-2017 Measure 57 Supplemental Funds for Clackamas County Community Corrections Programs

#### **V. COUNTY ADMINISTRATOR UPDATE**

<http://www.clackamas.us/bcc/business.html>

#### **VI. COMMISSIONERS COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

## **MEETING ADJOURNED – 10:38 AM**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.** [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



October 1, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**A Resolution Valuing Diversity, Equity and Inclusion in Clackamas County**

<b>Purpose/Outcome</b>	<i>To the new A Resolution Valuing Diversity, Equity and Inclusion in Clackamas County.</i>
<b>Dollar Amount and Fiscal Impact</b>	<i>None</i>
<b>Funding Source</b>	<i>N/A</i>
<b>Safety Impact</b>	<i>N/A</i>
<b>Duration</b>	<i>Effective upon adoption until revise or rescinded.</i>
<b>Previous Board Action/Review</b>	<i>On July 19, 2012, Clackamas County adopted Resolution No. 2012-73, Valuing Diversity in Clackamas County. This request updates that version. BCC Work Session 6-8-15 and 9-8-15</i>
<b>Contact Person</b>	<i>Emmett Wheatfall, Diversity, Equity, and Inclusion Director 503.655.8291</i>

**BACKGROUND:**

In July 2012 the Clackamas County Commission, by unanimous vote, established a resolution valuing diversity in Clackamas County. This resolution was the first time in the County's history whereby it had established a public declaration valuing diversity for Clackamas County. This resolution has and continues to be a driving force in helping to establish Clackamas County as a welcoming and inclusive community wherein to live, work and recreate.

At the June 8, 2015 Policy Session of the BCC, staff was asked to prepare a new resolution that address the inclusion of equal for women, as well as a more broad based set of 'Whereas' that speak to the County's evolving commitment to diversity, equity and inclusion.

Staff has drafted the new resolution for Board consideration. This newly proposed resolution will supplement and augment the 2012 Resolution Valuing Diversity in Clackamas County. It is titled A Resolution Valuing Diversity, Equity and Inclusion in Clackamas County.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the resolution titled "A Resolution Valuing Diversity, Equity and Inclusion in Clackamas County. Your favorable consideration is requested.

Respectfully submitted,

EW/

Emmett Wheatfall, Diversity, Equity, and Inclusion Director  
County Administration  
Email: [ewheatfall@clackamas.us](mailto:ewheatfall@clackamas.us)  
Phone: 503.655.8291

**WHEREAS**, on July 19, 2012, Clackamas County adopted Resolution No. 2012-73, Valuing Diversity in Clackamas County, in keeping with these values, this is a new Resolution Valuing Diversity, Equity and Inclusion in Clackamas County; and

**WHEREAS**, the founding principles of our nation set forth the fundamental ideals of equality, equity and inclusion; the basic right of people to life, liberty and the pursuit of happiness; and equal protection as expressed in the United States Constitution; and

**WHEREAS**, the County values the multifaceted ways embracing diversity enables it to be a welcoming and inclusive place to live, work and enjoy life; and

**WHEREAS**, the County is committed to good governance, quality customer service, nondiscrimination, equal employment opportunity, equal pay, safe and healthy work environments, and cultural awareness; and

**WHEREAS**, the County does not discriminate in public accommodations; the County welcomes all people to its places of work and service. Everyone should feel welcome at County public facilities and events; and

**WHEREAS**, the County is committed to promoting equity by calling upon the knowledge and experience of its employees and community members, especially those who serve in advisory capacities as members of the County's diversity councils; and

**WHEREAS**, the Board of County Commissioners, County Administration, Executive Management Team, and County Employees are committed to supporting and participating in training opportunities as they pertain to best practices in diversity awareness, equity, workplace harassment prevention, employment law, disability awareness and fair housing.

**NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve:**

1. To affirm as matters of principle the values of diversity, equity and inclusion in every aspect of County governance, operations and services rendered to County residents and the public at large; and
2. To establish by example and leadership the County's commitment to these principles.

**Dated** this 1<sup>st</sup> day of October, 2015

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

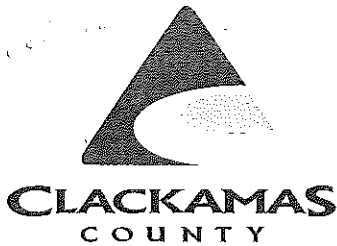
---

Chair

---

Recording Secretary





10

ELLEN CRAWFORD  
DIRECTOR

**JUVENILE DEPARTMENT**

**JUVENILE INTAKE AND ASSESSMENT CENTER**  
2121 KAEN ROAD | OREGON CITY, OR 97045

October 1, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of Award for the Byrne/JAG  
Specialty Court Grant**

<b>Purpose/Outcomes</b>	This grant awards \$167,701 in funding to enhance the services of our Juvenile Drug Court, including hiring one full time staff to provide enhancements to increase the successful completion of youth in the drug court program and reduce barriers to success, including additional drug testing, and implementation of a parenting curriculum to be offered at least three times during this period.
<b>Dollar Amount and Fiscal Impact</b>	This grant award is for \$167,701. There will be no match of County general fund attached to this grant award
<b>Funding Source</b>	2015-17 Criminal Justice Commission Specialty Court funds
<b>Safety Impact</b>	
<b>Duration</b>	Effective through June 30, 2017.
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Juvenile Department received notification of a Grant Award for Specialty Court provided through the Criminal Justice Commission. The Award Notification was received on September 16, 2015. This grant awards \$167,701 in funding to enhance the services of our Juvenile Drug Court for the next two years, ending June 30, 2017.

**RECOMMENDATION:**

Staff recommends the Board approval of the grant award in the amount of \$167,701.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ellen Crawford".

Ellen Crawford, Director  
Juvenile Department

For more information on this issue or copies of attachments  
contact Crystal Wright, ext 7112

CRIMINAL JUSTICE COMMISSION  
SPECIALTY COURTS GRANT PROGRAM

885 Summer Street NE  
Salem, OR 97301

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC,” and **Clackamas County by and through its Clackamas County Juvenile Department**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

**1. Effective Date; Availability of Grant Funds.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date provided in Exhibit A. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

**2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Grant Application**
- Exhibit C: **Subcontractor Insurance**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit B.

**3. Grant Funds.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$167,701** in Grant Funds for eligible costs described in Section 6 hereof.

**4. Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by CJC by amendment pursuant to Section 11.d hereof.

**5. Reports.** Grantee shall submit the reports required by this section.

- a. Progress Reports.** Grantee shall to submit a report each quarter on its progress in meeting each of it’s agreed upon goals and objectives and comprehensive evaluation plan. Progress reports must include data on performance measures. Reports must be

received by CJC no later than October 20, January 20, April 20 and July 20. Grantee must receive prior approval from CJC to extend a progress report requirement past its due date. CJC may adjust this reporting schedule on an as needed-basis upon notice to Grantee as provided in Section 11.g.

**b. Financial Reimbursement Reports.**

i. In order to receive reimbursement, Grantee shall submit to CJC Requests for Reimbursement (RFR) that include supporting documentation for all grant expenditures. CJC must receive RFRs no later than October 20, January 20, March 20 and July 15. Reimbursements for expenses will be withheld if Progress Reports have not timely been submitted or are incomplete. Grantee must receive prior approval from CJC to extend an RFR past its due date.

ii. Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at [http://www.oregon.gov/DAS/CFO/SARS/pages/oam\\_toc.aspx#Chapter\\_40\\_Travel](http://www.oregon.gov/DAS/CFO/SARS/pages/oam_toc.aspx#Chapter_40_Travel). Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.

iii. When requesting reimbursement for equipment costing over \$5,000, the Grantee agrees to provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

iv. Reimbursements will be made only for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before the Project Start Date or after the Project End Date.

**6. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** CJC shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by CJC within 30 days of CJC's approval of a RFR. Eligible costs are the reasonable and necessary costs incurred by Grantee, or under a sub agreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit.

**b. Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Grantee is in compliance with the terms of this Agreement.

iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. Grantee has provided to CJC a RFR in accordance with Section 5.b.i. hereof. Grantee must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Project End Date. Failure to submit the final request for reimbursement within 60 days after the Project End Date could result in non-payment.

c. **Recovery of Grant Funds.** Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to CJC. Grantee shall return all Misexpended Funds to CJC promptly after CJC's written demand and no later than 15 days after CJC's written demand. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## 8. **Records Maintenance and Access; Audit.**

a. **Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements. CJC, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. **Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

9. **Grantee Sub agreements and Procurements**

a. **Sub agreements.** Grantee may enter into agreements with sub grantees, contractors or subcontractors (collectively, "sub agreements") for performance of the Project.

i. All sub agreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee agrees to provide CJC with a copy of any signed sub agreement upon request by CJC. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Grantee to CJC within ten (10) days of its being discovered.

b. **Sub agreement indemnity; insurance.**

*Grantee's sub agreement(s) shall require the other party to such sub agreements(s) that is not a unit of local government as defined in ORS 190.003 or a unit of state government as defined in ORS 174.111, if any, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's sub agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to Grantee's sub agreement(s) from and against any and all Claims.*

Any such indemnification shall also provide that neither Grantee's sub grantee(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee's subgrantee(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's subgrantee is prohibited from defending State or that Grantee's subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's subgrantee if State elects to assume its own defense.

Grantee shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

**c. Procurements.**

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Interagency agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to CJC.

**10. Termination**

**a. Termination by CJC.** CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

i. Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or

ii. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable



administrative discretion, to continue to make payments for performance of this Agreement; or

iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

iv. The Project would not produce results commensurate with the further expenditure of funds; or

v. Grantee takes any action pertaining to this Agreement without the approval of CJC and which under the provisions of this Agreement would have required the approval of CJC.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

i. The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Program as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or

ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

iii. Upon termination of this Agreement under this subsection b, CJC may end all further disbursements of grant funds upon receipt of Grantee's termination notice but Grantee shall not be required to repay to CJC any grant funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement.

**c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## 11. GENERAL PROVISIONS

**a. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party

Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim ), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. **Reserved.**

d. **Amendments; budget changes.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Budget in Exhibit A that do not increase the total budget amount. The proposed changes to the Budget will be effective without a written Amendment to this Agreement upon written approval by CJC delivered to Grantee as provided in Section 11.g.

e. **Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. **No Third Party Beneficiaries.** CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

**h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**i. Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**j. Insurance; Workers' Compensation.** All employers, including Grantee, 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

**k. Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

**l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the

Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Approved by Grantee**

Clackamas County Board of County Commissioners

---

Signature of Grantee John Ludlow, Chair Date

---

Name/Title Mary Raethke, Recording Secretary

93-6002286

---

Federal Tax ID Number

---

State Tax ID Number

**Approved by Criminal Justice Commission**

---

Michael Schmidt, Executive Director Date

**Approved for Legal Sufficiency**

---

Approved for Legal Sufficiency by AAG Keith L. Kutler by email dated September 2, 2015

Keith L. Kutler Date

CJC Grant Administrator  
Tiffany Quintero  
885 Summer St. NE  
Salem, OR 97301-2524  
Tiffany.Quintero@oregon.gov  
(503) 378-4078

Grantee Contact  
Crystal Wright  
2121 Kaen Road  
Oregon City, OR 97045  
crystal@co.clackamas.or.us  
(503)655-8342 ext 7112

## EXHIBIT A

### Project Description and Budget

The goal of the Criminal Justice Commission's *Specialty Courts Grant Program* is to financially support existing Oregon specialty courts serving adults, juveniles, families and Veterans struggling with substance abuse and co-occurring disorders. The standards applicable to the program are available at <http://www.oregon.gov/cjc/specialtycourts/Documents/Oregon%20Adult%20Drug%20Court%20Standards.pdf> and are incorporated herein by reference.

This grant award agreement funds the **Clackamas County Juvenile Drug Court**.

Project Start Date: July 1, 2015

GRANT #: BJ-15-002

PROGRAM CONTACT: Michelle Barrera

EMAIL: MichelleBar@co.clackamas.or.us

TELEPHONE: (503)655-8342 ext 7133

BUDGET SUMMARY:

Project End Date: June 30, 2017

CFDA #: N/A for state funds

FISCAL CONTACT: Crystal Wright

EMAIL: Crystal@co.clackamas.or.us

TELEPHONE: (503)655-8342 ext 7112

	Grant Funds Requested
Personnel Salaries	\$124,634
Contractual/Consultant Services	\$0
Rent And Utilities	\$0
Supplies	\$0
Travel/Training/Conferences	\$9,583
Equipment	\$0
Administration	\$8,294
Evaluation	\$0
Other Expenses	\$25,190
Total	\$167,701

## **EXHIBIT B**

### Grant Application

Grantee's Grant Application is maintained by CJC in a separate physical document and is incorporated in this Exhibit B by reference.



## EXHIBIT C

### Sub agreement Insurance Requirements

Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

#### ii. PROFESSIONAL LIABILITY

Required by CJC    Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by CJC:

\$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC  Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverage's that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iv. AUTOMOBILE Liability Insurance: Automobile Liability.

Required by CJC  Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

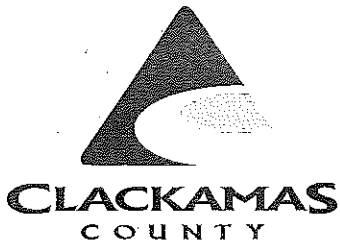
ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include CJC, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"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 Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and Grantee 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. 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 CJC may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If CJC approval is granted, the contractor shall

maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

The grantee shall immediately notify the CJC of any change in insurance coverage.



ELLEN CRAWFORD  
DIRECTOR

**JUVENILE DEPARTMENT**

October 1, 2015

**JUVENILE INTAKE AND ASSESSMENT CENTER**  
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment No. 2 to Intergovernmental Agreement  
Between Multnomah County and Clackamas County for  
Assessment and Evaluation Beds

<b>Purpose/Outcomes</b>	This Amendment doubles the allocation of assessment and evaluation beds Clackamas County purchases from Multnomah County.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$87,570
<b>Funding Source</b>	Title IV E funds
<b>Safety Impact</b>	
<b>Duration</b>	Effective July 1, 2015 through June 30, 2016
<b>Previous Board Action</b>	Agenda E. 1. On September 11, 2014 approving the initial IGA, Agenda E.1. on June 18, 2015 approving Amendment No. 1.
<b>Contact Person</b>	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
<b>Contract No.</b>	

**BACKGROUND:**

Attached is Amendment No. 2 to the Intergovernmental Agreement between Clackamas and Multnomah County to increase the capacity of the beds in their Assessment and Evaluation Program from 7 youth to 14 youth. The increase in this contract is funded by Title IV revenue the Juvenile Department is receiving.

**RECOMMENDATION:**

Staff recommends the Board approval of Amendment No. 2 to the Intergovernmental Agreement for the purchase of additional beds in Multnomah County's Assessment and Evaluation Program. This provides up to 14 youth with mental health needs with 45-90 days of secure shelter while receiving mental health evaluation and recommendations for services.

Respectfully submitted,

Ellen Crawford, Director  
Juvenile Department

For more information on this issue or copies of attachments, please contact Crystal Wright at 503-655-8342 ext 7112.

**MULTNOMAH COUNTY**  
**INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 2**  
*(Amendment to change Contract provisions during contract term.)*

Contract Number 2015001 Amendment 2

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with strikethrough is being deleted; wording in ***bold italics*** is being added.)

C. Article III – CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of ~~\$437.53~~ ***\$145.58*** per bed day, up to a maximum of ~~\$43,785~~ ***\$87,570***. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

- II. All other terms and conditions of the contract shall remain the same.

**MULTNOMAH COUNTY, OREGON:**

County Chair or Designee:

*Dr. Scott Taylor*

Date:

*09/15/15*

Dept Director or Designee:

Date:

**REVIEWED:**

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By  
Assistant County Attorney

n/a

Date:

**CONTRACTOR:**

Signature:

John Ludlow, Chair

Print Name:

Signature

Recording Secretary

Date:

Approved as to form  
by:

email by Kim Ybarra

Date:

9/15/2015

**MULTNOMAH COUNTY**  
**INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 1**  
*(Amendment to change Contract provisions during contract term.)*

Contract Number 2015001 Amendment 1

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in ***bold italics*** is being added.)

A. ARTICLE II - AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is ~~June 30, 2015~~ ***June 30, 2016***.

- II. All other terms and conditions of the contract shall remain the same.

**MULTNOMAH COUNTY, OREGON:**

County Chair or Designee:

Deborah K. Foery / ~~Jane Taylor~~ <sup>Jane Taylor</sup>

Date:

6/4/15

Dept Director or Designee:

Date:

**REVIEWED:**

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

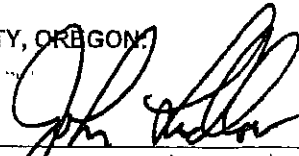
By Assistant County Attorney

n/a

Date:

**CLACKAMAS COUNTY, OREGON:**

Signature:



Print Name:

John Ludlow, Chair

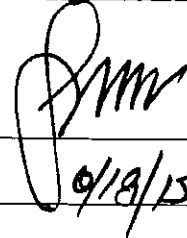
Signature

  
Recording Secretary

Date

6-18-15 E.1

Approved as to form by:



Date:

6/18/15

# AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original

ORIGINATING COUNTY  
DEPARTMENT:

Juvenile Department

OTHER PARTY TO  
CONTRACT/AGREEMENT:  
BOARD AGENDA ITEM  
NUMBER:

Multnomah County

E.1 9-11-14

PURPOSE OF  
CONTRACT/AGREEMENT:

purchase A&E (assessment and evaluation) beds from  
Multnomah county to provide stabilizing for high risk  
youth which will provide information to see more  
appropriate resources and services for said youth

RETURN TO JUVENILE

THANKS!

Clackamas County Official Records  
Sherry Hall, County Clerk  
Commissioners' Journals  
Agreements & Contracts

2014-1312

09/17/2014 10:12:04 AM

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
AND  
MULTNOMAH COUNTY

This Agreement is entered into between Clackamas County, a political subdivision of the State of Oregon, on behalf of its Juvenile Department hereinafter referred to as COUNTY and Multnomah County, on behalf of its Juvenile Services Division of the Department of Community Justice, hereinafter referred to as MULTNOMAH.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform;

WHEREAS COUNTY desires MULTNOMAH'S services on the project entitled "A&E beds", in accordance with the SCOPE OF WORK attached hereto as Exhibit "A";

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I - SCOPE OF WORK

MULTNOMAH agrees to perform for COUNTY the services described in Exhibit A hereto, which incorporated herein by reference.

ARTICLE II - AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is June 30, 2015.

ARTICLE III - CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of \$137.53 per bed day, up to a maximum of \$43,785. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

Payment shall be made according to the following schedule:

MULTNOMAH will submit an invoice for the previous month's services within 30 days of the end of the month. Invoice shall include a roster of youth including intake and exit dates.

Invoices for work shall be submitted to COUNTY:



Crystal Wright  
Administrative Services Manager  
Clackamas County Juvenile Dept  
2121 Kaen Road  
Oregon City OR 97045  
503-655-8342 ext 7112  
FAX: 503-655-8448

Payment shall be sent to MULTNOMAH:

Attn: Business Services  
Multnomah County Department of Community Justice  
501 SE Hawthorne Blvd., Suite 250  
Portland OR 97214  
Phone: 503-988-3701

#### ARTICLE IV - NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addressee:

If to COUNTY:

Ellen Crawford  
Department Director  
Clackamas County Juvenile Dept.  
2121 Kaen Rd.  
Oregon City, OR. 97045

If to MULTNOMAH:

Christina McMahon  
Division Director  
Multnomah County Juvenile Services Division  
Department of Community Justice  
1401 NE 68<sup>th</sup> Ave  
Portland, OR 97213

#### ARTICLE V - PERFORMANCE / REPORTING REQUIREMENT

MULTNOMAH is responsible for the performance of work and will provide progress reports of findings, if any, as stated in Exhibit A, SCOPE OF WORK. MULTNOMAH shall maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. MULTNOMAH shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, MULTNOMAH shall maintain all other records pertinent to this Agreement in such a manner as to clearly document MULTNOMAH performance hereunder.

#### ARTICLE VI - CONFIDENTIALITY

Subject to the limitations and conditions of the Oregon Public Records law, MULTNOMAH agrees to keep confidential any COUNTY proprietary information that COUNTY designates as such and supplies to MULTNOMAH during the course of research performed under this Agreement. Such information

will not be included in any published material without prior approval by COUNTY. MULTNOMAH agrees to provide any proposed publication to COUNTY thirty (30) days prior to submission, to review for the inclusion of COUNTY-owned confidential information, and to determine whether patentable inventions or discoveries are disclosed therein.

MULTNOMAH understands that COUNTY client information collected under this Agreement is confidential and the use or disclosure of such information, when not directly connected with the administration of MULTNOMAH's responsibilities with respect to research performed under this Agreement, is prohibited unless consent is obtained from COUNTY's client and, in the case of a minor, that of a responsible parent/guardian.

#### ARTICLE VIII - GENERAL CONDITIONS

**Insurance.** The parties understand that each is self-insured with respect to tort liability and each subject to the Oregon Tort Claims Act, ORS 30.260 - 30.300. Each party agrees to accept that coverage as adequate insurance of the other party with respect to personal injury and property damage.

**Indemnification.** MULTNOMAH agrees to hold and save harmless COUNTY, its officers, commissioners, employees and agents from and against any third-party liability which may arise under this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through ORS 30.300) to the extent of liabilities arising out of the acts of MULTNOMAH, its officers or agents. MULTNOMAH shall not be required to indemnify or defend COUNTY for any liability arising out of the acts or negligence of employees or agents of COUNTY. COUNTY agrees to defend and hold harmless MULTNOMAH, its officers, commissioners, employees and agents from and against any third-party liability which may arise under this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through ORS 30.300) to the extent of liabilities arising out of the acts of COUNTY, its officers or agents.

#### ARTICLE IX - COMPLIANCE WITH LAWS

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur, if in the State courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

#### ARTICLE X - ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

#### ARTICLE XIII - TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Payment to MULTNOMAH shall be prorated to and include the day of termination

ARTICLE XV - DEBT LIMITATION

This agreement 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 there for. Any provisions herein that would conflict with law are deemed inoperative to that extent.

**THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND COUNTY AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.**

MULTNOMAH COUNTY

By Deborah Kibben / or Scott Taylor

Date: 8/22/14

CLACKAMAS COUNTY

By John Ludlow  
Chair, John Ludlow

Date: 9-11-14 E.I.

Mary Rastke  
Recording Secretary Date 9-11-14

Exhibit "A"  
Scope of Work  
Assessment and Evaluation Program

**The Program Description:**

The Assessment and Evaluation program will be a voluntary program for male and female youth, ages 13-17, who require a staff secured, out of home placement for assessment/evaluation, stabilization and transition planning. The average length of stay is estimated to be 45 days, but youth may be enrolled for up to 90 days based on individual needs. Participants will receive a comprehensive Global Appraisal of Individual Needs (GAIN) tool, as well as a service plan that will be developed by the Mental Health Consultant, parent (guardian) and the youth. The service plan will reflect how the program will address the youth's issues, describe anticipated outcomes, and will be reviewed and approved by the youth and the parent/guardian. Additional assessments (alcohol and drug, psychological, psychiatric, psychosexual) may be provided as indicated. Services will also include individual and group counseling in a culturally responsive environment, skill building, family counseling and parent training.

**Programming services included:**

- Individual and family counseling
- Daily goal setting and review
- Aggression Replacement Training skill development
- Emotional regulation skills
- Thinking errors and pro-social thinking
- Basic life skills
- Year round on-site school provided by Multnomah Education Service District
- Case management and collaboration with Juvenile Counselors
- Recreational and cultural activities
- Community service
- Outings and field trips
- Parent training
- Psychological and psychiatric consultation
- Medical and medication management
- Mentorship
- Women's Health (girls only)
- Trauma Group

**Eligibility:**

- Male and female youth 13 to 17 year of age
- Client is under the supervision of Clackamas County Juvenile Department
- Client is unable to be appropriately serviced in the community-based program
- Client is medically, cognitively, and psychiatrically able to participate

**Referral:**

The Juvenile Counselors will make referrals to the program through the Treatment Expeditor, to be identified by Multnomah County Department of Community Justice.

**Screening:**

The Treatment Expeditor will screen youth who are referred.

\*\*Youth who represent imminent risk to self or others may be considered inappropriate

**Information required at the screening:**

Social history

Legal history

Family history

Educational history

Psychiatric and/or psychological concerns

Suicidal history

Probation case plan

Pending court dates

Medication history

Other pertinent information that may provide a better understanding of the client's needs.

**Curriculum**

6 service hours are required per week

Cognitive Group – Evidence-based curriculum that targets criminal thinking errors.

Mindfulness skills – Evidence-based curriculum that teaches emotional regulation skills.

Aggression Replacement Therapy (ART) – Evidence-based curriculum which uses role playing to teach youth different pro-social skills.

Life Skills – Teaches basic life skills (hygiene, cooking, STD prevention, etc.)

Goal Setting and Day Review – Youth will identify one goal in each of the three areas: behavior, accomplish and skill practice. At the end of the day they will review their goals and rate themselves on how they did.

Alcohol and Other Drugs (AOD) Education – Teaches the effects of AOD on the mind and body

Truthought – Teaches problem solving and decision making.

**Program Summary:**

The program will be designed to serve youth who have a history of failing community programs, not in school, run histories, or family issues which keeps youth from returning home. The program will be staffed with two (2) licensed mental health professionals and one (1) Multnomah Juvenile Counselor in addition to nine (9) Custody Services Specialists. The program will incorporate trauma-informed practices and will provide individual case management, parenting skills training (as needed), on-site schooling, on-site psychiatric services, comprehensive mental health and AOD evaluations, and behavioral skills training as youth prepare to transition into a treatment program or into the community. The program will provide a staff secure placement for youth exhibiting a myriad of behavioral and treatment issues and will quickly assess their needs. Additionally, the

program will enhance the current service array for Latino youth by providing family therapy and transition planning through bilingual staff with 7 day per week coverage. Community agencies will be included in the service delivery as appropriate to be responsive in meeting the individual needs of each youth.