



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of May 11, 2016

DATE: May 5, 2016

FROM: Nancy Mooney, Contract Specialist Phone: 322-7516
Health Services, Behavioral Health Division

TITLE OF AGENDA ITEM:

Consideration of Board Signature of Document #2016-162, to the Agreement between Wellness and Education Board of Central Oregon (WEBCO) and Deschutes, Crook and Jefferson County, outline the roles and responsibilities of WEBCO as it relates to the administrative services provided by the Contract Coordinator position.

PUBLIC HEARING ON THIS DATE? No

BACKGROUND AND POLICY IMPLICATIONS:

WEBCO is a 190 organization formed by Crook, Deschutes and Jefferson County to improve health outcomes, increase satisfaction with the health systems and reduce healthcare costs. The goal of the Wellness and Education Board of Central Oregon (fka Central Oregon Health Board) is to manage resources efficiently and effectively, in collaboration with local and State Government, the hospital system, local providers, private insurers, health collaboratives and most importantly the community and the people Deschutes County serves.

A number of health organizations and interests in Central Oregon have been working to develop a structure and set of functions to improve the health of people in the Central Oregon region and the performance of the health care system in Crook, Deschutes and Jefferson Counties. Represented organizations include all three (3) counties (Boards of Commissioners), Deschutes County Health Services (DCHS), PacificSource, St. Charles Health System, HealthMatters, Volunteers in Medicine, Oregon Health Authority, BestCare Treatment Services, Lutheran Community Services NW and others. In July of 2010, the Boards of County Commissioners (Boards) in all three (3) counties agreed in concept that the region would benefit from a formal process for the aforementioned groups to work together more closely in adapting to health reform changes at the national, state and local levels.

WEBCO administers contracts with the State of Oregon and any other public and private entity to provide or secure a wide range of health services including behavioral health, physical health and public health. In addition to the administration of contracts, the Board:

- a. Conducts a periodic regional health assessment to inform decision-makers on such matters as planning, policy development, system design and investments.
- b. Develops and establishes policies that support Deschutes County Health Services on behalf of the Central Oregon population.
- c. Improves the coordination of funding for Deschutes County Health Services among the counties and relevant stakeholders. This includes establishing financial systems, maintenance of financial reserve requirements, policies, and monitoring sub-capitated funds of the counties and other Health Service providers in Central Oregon.
- d. Develops and adopts a coordinated regional Health Improvement Plan to improve collaboration among health care providers.

- e. Collects and analyzes health system costs and outcome data to measure the quality and performance of the health system in order to lower costs, increase access, improve satisfaction and increase efficiency. This includes establishing management information systems to meet reporting requirements.
- f. Promotes evidence-based practices and prevention programs, including, but not limited to: quality assurance guidelines and oversight, utilization management for services both inpatient and outpatient, and providing member services including education and prevention activities.
- g. Promotes models of care that improve the provision of services for patients among various providers so that individuals can navigate service systems successfully. This includes the development and implementation of processes for hearing, monitoring and resolving complaints and grievances.
- h. Hire employees to perform administrative tasks and other duties as assigned or delegated by the Governing Board and Administrative Council.

Through the formation of WEBCO, the counties are able to provide the best possible behavioral health, physical health and public health services to the client population of all three counties.

This agreement outlines the responsibilities of the WEBCO Contract Coordinator position along with a fee schedule for fiscal year 2015-2016 (prorated sum of \$48,000) and 2016-2017 fiscal year (\$96,000).

FISCAL IMPLICATIONS:

Maximum compensation Deschutes County shall pay for the term of the contract is \$144,000.

RECOMMENDATION & ACTION REQUESTED:

Behavioral Health requests approval and signature.

ATTENDANCE: Request Consent Agenda

DISTRIBUTION OF DOCUMENTS:

Nancy Mooney at Deschutes County Health Services.

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

Date: April 29, 2016

Department: Health Services, Behavioral Health Division

Contractor Name: Wellness and Education Board of Central Oregon (WEBCO)

Contractor Contact: Colette Smith

Type of Document: Agreement for Contract Coordinator Services

Goods and/or Services: The purpose of this agreement is to outline the roles and responsibilities of WEBCO as it relates to the administrative services provided by the Contract Coordinator Position. At a minimum, services will include maintaining and extracting data; coordinate regional quality improvement plan and other policies; provide support functions and complete other projects and initiatives as selected by Deschutes County and agreed to by WEBCO.

Background & History: WEBCO is a 190 organization formed by Crook, Deschutes and Jefferson County to improve health outcomes, increase satisfaction with the health systems and reduce healthcare costs. The goal of the Wellness and Education Board of Central Oregon (fka Central Oregon Health Board) is to manage resources efficiently and effectively, in collaboration with local and State Government, the hospital system, local providers, private insurers, health collaboratives and most importantly the community and the people Deschutes County serves.

A number of health organizations and interests in Central Oregon have been working to develop a structure and set of functions to improve the health of people in the Central Oregon region and the performance of the health care system in Crook, Deschutes and Jefferson Counties. Represented organizations include all three (3) counties (Boards of Commissioners), Deschutes County Health Services (DCHS), PacificSource, St. Charles Health System, HealthMatters, Volunteers in Medicine, Oregon Health Authority, BestCare Treatment Services, Lutheran Community Services NW and others. In July of 2010, the Boards of County Commissioners (Boards) in all three (3) counties agreed in concept that the region would benefit from a formal process for the aforementioned groups to work together more closely in adapting to health reform changes at the national, state and local levels.

WEBCO contracts and administers contracts with the State of Oregon and any other public and private entity to provide or secure a wide range of health services including behavioral health, physical health and public health. In addition to the administration of contracts, the Board:

- a. Conducts a periodic regional health assessment to inform decision-makers on such matters as planning, policy development, system design and investments.
- b. Develops and establishes policies that support Deschutes County Health Services on behalf of the Central Oregon population.
- c. Improves the coordination of funding for Deschutes County Health Services among the counties and relevant stakeholders. This includes establishing financial systems,

maintenance of financial reserve requirements, policies, and monitoring sub-capitated funds of the counties and other Health Service providers in Central Oregon.

- d. Develops and adopts a coordinated regional Health Improvement Plan to improve collaboration among health care providers.
- e. Collects and analyzes health system costs and outcome data to measure the quality and performance of the health system in order to lower costs, increase access, improve satisfaction and increase efficiency. This includes establishing management information systems to meet reporting requirements.
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- g. Promotes models of care that improve the provision of services for patients among various providers so that individuals can navigate service systems successfully. This includes the development and implementation of processes for hearing, monitoring and resolving complaints and grievances.
- h. Hire employees to perform administrative tasks and other duties as assigned or delegated by the Governing Board and Administrative Council.

Through the formation of WEBCO, the counties are able to provide the best possible behavioral health, physical health and public health services to the client population of all three counties.

This agreement outlines the responsibilities of the WEBCO Contract Coordinator position along with a fees schedule for fiscal year 2015-2016 (prorated sum of \$48,000) and 2016-2017 fiscal year (\$96,000).

Start Date:

End Date:

Annual Value or Total Payment: Deschutes County shall pay up to the not-to-exceed maximum compensation of \$144,000.

Insurance Certificate Received (check box)

Insurance Expiration Date:

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance: Name:
Phone #:

Departmental Contact and Title: Phone #:

Department Director Approval: Jane Smilie Signature 5/2/16 Date

Distribution of Document: Nancy Mooney, Deschutes County Health Services.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)
 Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review DA M Date 5/4/16

Document Number 2016-162

**NOTE: This is NOT the version that includes my suggested edits. I have signed-off so as not to hold up the process - and because we have 30-day termination clause if needed.*



Agreement for Contract Coordinator Services Crook, Deschutes and Jefferson Counties

AGREEMENT NO. 2016-162

This Agreement ("Agreement") is made and entered into as of January 1, 2016 ("Commencement Date") by and between Wellness & Education Board of Central Oregon, ("WEBCO"), and Crook County, Deschutes County and Jefferson County, political subdivisions of the State of Oregon, collectively referred to herein as "County" unless the context makes clear that the reference is specific to one county by using applicably county's name.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations set forth in this Agreement, and for the mutual reliance of the parties in this Agreement, the parties hereby agree as follows:

1. SUBCONTRACTED WORK

WEBCO will perform services as outlined in Exhibit 1 of this Agreement for Crook, Deschutes and Jefferson County. At a minimum, services will include maintaining and extracting data; coordinate regional quality improvement plan and other policies; provide support functions and completing other projects and initiatives selected by County (collectively, "Services") and agreed to by WEBCO.

2. COMPENSATION

WEBCO shall be paid an aggregate sum of \$10,000 per month or \$180,000 for the term of the agreement.

Each County shall pay WEBCO for Services rendered over the course of the duration of the Contract:

Crook County:

- (a) for the 2015-2016 fiscal year (January to June), the prorated sum of \$6,000;
- plus (b) for the 2016-2017 fiscal year (July to June), the sum of \$12,000.

Deschutes County:

- (a) for the 2015-2016 fiscal year (January to June), the prorated sum of \$48,000;
- plus (b) for the 2016-2017 fiscal year (July to June), the sum of \$96,000.

Jefferson County:

- (a) for the 2015-2016 fiscal year (January to June), the prorated sum of \$6,000;
- plus (b) for the 2016-2017 fiscal year (July to June), the sum of \$12,000.

Should it be determined by the WEBCO Director that there could be additional costs incurred in excess of this amount, any such activities, services, goods or professional costs, such fees must be approved by the applicable County official(s) in writing in advance.

WEBCO shall submit to each County, two (2) separate invoices, the first upon execution of this Agreement for the prorated amount due for the 2015-2016 fiscal year and a second invoice delivered at the start of the 2016-2017 fiscal year (on or before July 1, 2016). Payments for approved invoices shall be due within thirty (30) days of invoice.

In the event there is a disagreement between any County and WEBCO about the invoice for amounts that are in excess of the flat rate, the Parties agree to meet within thirty (30) days of receiving a written request from the other Party of a desire to meet to resolve any disagreement. The Parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible. If the Parties are not able to resolve any material disagreement to the satisfaction of all Parties, either Party may terminate this Agreement by thirty (30) days written notice to the other Party.

3. HIPAA, FEDERAL, AND STATE PRIVACY COMPLIANCE

WEBCO and County will comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as relates to HIPAA, including but not limited to: (a) Privacy and Security of Individually Identifiable Health Information; (b) Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA; and (c) Individually Identifiable Health Information relating to specific individuals may be exchanged between parties for purposes directly related to the provision of services outlined in this Agreement. Since parties may have access to personally identifiable patient health information, parties agree to enter into and abide by the attached Data Sharing Agreement.

4. TERM AND TERMINATION

This term of this Agreement shall begin on the Commencement Date and shall continue for an eighteen (18) months and will expire at 11:59 P.M. Pacific Standard Time on June 30, 2017. Thereafter, this Agreement may be renewed only in writing signed by all Parties, and on such terms as the Parties may mutually agree.

a. Termination Without Cause

Any Party may terminate this Agreement at any time with a thirty (30) day written notice to the addresses listed in this Agreement.

- b. In the event one County seeks to terminate this Agreement, WEBCO will continue to provide Services as specified in this Agreement for the Parties who do not want to terminate. Services shall be provided at the compensation level defined in Paragraph 2, or any subsequent amendment to Paragraph 2 as is in effect immediately preceding the County's notice of its intention to terminate.
- c. County and WEBCO agree each shall be required to perform their respective obligations in accordance with this Agreement through effective date of such termination as well as any performance obligations that were in effect at the time of termination and have not been completed or effectuated to include incomplete services or payment due.

5. CONFIDENTIAL INFORMATION

As used in this Agreement, the term "Confidential Information" means (a) proprietary information of WEBCO or County, (b) information marked or designated by WEBCO or County as confidential, (c) information, whether or not in written form and whether or not designated as confidential, that is known to WEBCO or County as being treated as confidential, and (d) information provided to WEBCO or County by third parties that the party is obligated to keep confidential. Confidential Information includes, but is not limited to, discoveries, ideas, designs, drawings, specifications, techniques, models,

data, programs, documentation, processes, know-how, customer lists, marketing plans, and financial and technical information. WEBCO and County covenants that it will not disclose any confidential information, either directly or indirectly, under any circumstances or any means, to any third persons who are not party to this Agreement or without the written consent of WEBCO or County, as applicable. Parties to this Agreement will ensure that any employees, agents, volunteers and subcontractors agree to be bound by this provision to the same extent as the parties subject to this Agreement.

The Parties acknowledge that County is subject to Oregon Public Records Law and that County will comply with this Section to the extent required by Oregon Public Records Law, while also taking into account the limitations imposed on the disclosure of individually identifiable health information and the terms of this Agreement and Data Sharing Agreement (Exhibit 2).

6. INSURANCE

WEBCO represents and warrants that it shall provide, entirely at its own expense, continuously during the term of this Agreement, all necessary insurance to protect against risks associated with performing Services and against liability arising from its own negligence or that of subcontractors, auxiliary staff, other employees or agents, or by operation of law. WEBCO shall cause the general liability insurance and auto liability insurance required under this Agreement to include each County who is party to this Agreement as Additional Insureds with respect to WEBCO's activities under this Agreement. WEBCO shall also maintain the types of insurance coverage and in the amounts required as defined in Paragraph 11 of this Agreement.

7. REMEDIES

The Parties agree that in addition to any other remedy available pursuant to statute or common law, Parties may seek injunctive relief from a court of competent jurisdiction to enforce any obligations set forth in this Agreement. The parties also acknowledge that mediation usually helps parties to resolve disputes that have arisen regarding contract interpretation and administration. Therefore, before proceeding to arbitration, the parties agree to mediate their differences. In the event mediation is unsuccessful, the parties agree to submit the dispute to a mutually agreed upon arbitrator for final and binding arbitration pursuant to the Arbitration Service of Portland Oregon existing rules. All costs of arbitration shall be shared equally between the parties hereto, and such costs may be awarded to either party by the arbitrator as a part of the award. Parties agree to pay their own attorney fees, costs and disbursements associated with such arbitration. Any award entered pursuant to this Section shall be reduced to the form of a judgment and may be entered in the judgment docket or registry of Deschutes County Circuit Court.

8. MISCELLANEOUS PROVISIONS

- a. Entire agreement. This Agreement, including any Exhibits and Attachments hereto, sets forth the entire understanding of the Parties, and, unless otherwise provided for herein, may not be modified except in writing signed by all Parties.
- b. Survival. The terms of this Agreement which by their terms or nature are intended to survive the termination or expiration of this Agreement, shall survive such termination or expiration.

- c. Assignment. WEBCO may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of each County. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- d. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. The headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provisions thereof.
- e. Force majeure. Neither Party shall be liable for any failure or inability to perform their respective obligations hereunder due to any cause beyond the reasonable control of the non-performing party, including without limitation, acts of God, regulations of laws of any government, acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, epidemics, quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control.

9. FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS

All Parties shall comply with the following federal requirements as it relates to the Services outlined in this Agreement. For the 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.

10. COMPLIANCE WITH LAWS

- a. Compliance with State Laws. Notwithstanding any other provision of this Agreement, Parties shall comply with all applicable state and local laws, regulations, and instructions, as they may be adopted or amended from time to time, including, but not limited to, those applicable to the Oregon Health Plan, ORS Chapter 659A.142; all other applicable requirements of State civil rights and rehabilitation statutes, rules, and regulations; DHS rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141; and all other DHS Rules in OAR Chapter 410. 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.
- b. Compliance with Federal Laws. Each Party shall comply with all federal laws, regulations, and executive orders applicable to this Agreement or the provision of services under this Agreement. Without limiting the generality of the foregoing, each Party expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to this Agreement:
 - (a) Title VI and VII of the Civil Rights Act of 1964,
 - (b) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973,
 - (c) the Americans with Disabilities Act of 1990,
 - (d) Executive Order 11246,
 - (e) the Health Insurance Portability and Accountability Act of 1996,
 - (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975,
 - (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974,

- (h) Title IX of the Education Amendments of 1972 (regarding education programs and activities),
 - (i) all regulations and administrative rules established pursuant to the foregoing laws,
 - (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations,
 - (k) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide services in violation of 42 USC 14402.
- c. Exclusion from Federal Programs. WEBCO nor County shall not be, and shall not permit, any person or entity to provide Services under this Agreement who is, listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 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. Any Party 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.
- d. Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then each Party will 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).
- e. Energy Efficiency. Each Party shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94-163).
- f. Resource Conservation and Recovery. Each Party shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 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 Parts 247.
- g. Use of Recycled Products. Each Party shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).
- h. Truth in Lobbying. Each Party shall certify, that to the best of that Party's knowledge and belief as follows:
- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Party, 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, that Party shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- i. Drug-Free Workplace. WEBCO shall comply with the following provisions to maintain a drug-free workplace:
- (i) WEBCO 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 WEBCO's workplace or while providing Services to OHA clients. WEBCO's notice shall specify the actions that will be taken by WEBCO 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 (vii) above;
 - (ix) Neither County, WEBCO nor any of County's or WEBCO's employees, officers, agents 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 WEBCO's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the County or WEBCO, County or WEBCO's employees, officers, agents 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 section may result in termination of this Agreement.

- j. Pro-Children Act. Each Party shall comply with the Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq.).

11. INSURANCE REQUIREMENTS

In conjunction with all services performed under this Contract, WEBCO shall provide insurance as indicated below:

- a. WEBCO shall maintain Commercial General Liability insurance with minimum limits of liability which are not less than the tort claim limits set forth in ORS 30.272 and 30.273, as may be adjusted from time to time and shall furnish an endorsement which names Crook County, Deschutes County, Jefferson County, and their officers, agents, employees and volunteers as an additional insured.
- b. WEBCO shall maintain automobile liability insurance, if applicable, of not less than the limits set forth below. Insurance shall provide coverage for any motor vehicle driven during the course of providing services under this Contract.
 - 1) \$1,000,000, combined single limit, or
 - 2) Split limits of \$500,000 per occurrence, \$100,000 property damage.
- c. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Authorization from each County is required for any policy written on a Claims Made basis.
- d. Proof of Workers Compensation from WEBCO is required prior to the commencement of the Contract.
- e. Prior to executing this Contract, WEBCO shall provide County the Certificates of Insurance, and upon County's request, certified copies of Insurance policies and declarations.
- f. WEBCO shall immediately notify County if any insurance coverage required by this Contract will be canceled, not renewed, or modified in any way.
- g. Thirty (30) day cancellation notice is required on all policies.

12. ACCESS TO RECORDS

- a. Entity Access. WEBCO shall provide timely and unrestricted right of access to its facilities and to its books, documents, papers, plans, writings, financial and clinical records and all accompanying billing records that are directly pertinent to this Agreement in order to make audits, examinations, excerpts, transcripts and copies of such documents to the following:
 - (a) DMAP;
 - (b) The Oregon Department of Human Services;
 - (c) The U. S. Centers for Medicare and Medicaid Services;
 - (d) The Comptroller General of the United States;
 - (e) The Oregon Secretary of State;
 - (f) The Oregon Department of Justice Medicaid Fraud Control Unit; and
 - (g) All their duly authorized representatives.
- b. Records Access. WEBCO shall make records available for the purposes of research, data collections, evaluations, monitoring, auditing activities, examination, excerpts, and transcriptions. WEBCO shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to WEBCO's personnel for the purpose of interview and discussion related to such documents. The rights of access in this subsection are not limited to the required retention period, but shall last as long as the records are retained.

- c. Survival. The obligations of this Paragraph 12 shall survive the termination of this Agreement.

13. RECORD KEEPING

- a. Financial Records. WEBCO shall maintain sound financial management and generate periodic financial reports and make them available to County. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained by WEBCO for a period of three (3) years from the date of submission of the final claims for payment. If any litigation, claim, financial management review or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- b. HIPAA Security, Data Transactions Systems and Privacy Compliance. WEBCO 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, including, but not limited to, the following:
- (a) WEBCO, their agents, employees, and subcontractors shall ensure that Individually Identifiable Health Information is protected from unauthorized use or disclosure consistent with the requirements of the HIPAA Privacy Rules in 45 CFR Parts 160 and 164 and as defined in Paragraph 13.
- (b) WEBCO shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Information (defined below) 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. Information includes all information in any format about an individual obtained by County or their officers, employees, subcontractors, or agents in the performance of this Agreement, including information obtained in the course of providing Services. Security incidents involving Information must be immediately reported to that County's Privacy Officer and/or Department Director, as applicable.

14. INDEPENDENT CONTRACTOR

WEBCO understands and agrees that, in providing Services under this Agreement, WEBCO acts as an independent contractor and not as a partner, employee, or agent of County, and that WEBCO shall be solely responsible for all tax withholding, Social Security, Worker's Compensation Insurance, and other obligations with respect to WEBCO's employees.

15. LIABILITY FOR OBLIGATIONS

Notwithstanding any other section or provision of this Agreement, nothing contained herein shall cause either Party to be liable or responsible for any debt, liability, or obligation of the other Party or any third party, unless such liability or responsibility is expressly assumed by the Party sought to be charged therewith.

16. NON-EXCLUSIVITY

Nothing in this Agreement shall be construed to restrict WEBCO from providing, or entering into other contracts or agreements to provide services outside of this Agreement, provided that (a) such activities do not hinder or conflict with WEBCO's

ability to perform the duties and obligations under this Agreement; (b) in rendering such services, WEBCO shall neither represent nor imply in any way to the recipient that such services are being rendered by or on behalf of County; and (c) any professional services rendered by WEBCO outside the scope of this Agreement shall not be billed by, to, or through County. WEBCO, as a matter of policy and general professional ethics, shall avoid business and financial arrangements that may influence WEBCO's judgment and/or significantly compromise WEBCO's relationship with County.

17. NO THIRD PARTY BENEFICIARIES

No third parties are intended by the County to this Agreement to be third party beneficiaries under this Agreement, and no action may be brought to enforce the terms of this Agreement against either party by any person who is not a party to this Agreement.

18. INDEMNIFICATION

At all times during the term of this Agreement, Crook, Deschutes and Jefferson Counties each agree to indemnify, defend, and hold WEBCO and WEBCO's employees and agents harmless from and against any and all claims, damages, causes of action, costs, or expenses, including reasonable attorneys' fees, to the extent proximately caused by the gross negligence or willful misconduct of each County's own employees or agents arising out of this Agreement; provided, however, that County shall not be liable to WEBCO hereunder for any claim covered by WEBCO's insurance, except to the extent that the liability of WEBCO exceeds the amount of such insurance coverage.

At all times during the term of this Agreement, WEBCO shall indemnify, defend, and hold Crook, Deschutes and Jefferson Counties and their respective employees and agents harmless from and against any and all claims, damages, causes of action, costs or expenses, including reasonable attorneys' fees, to the extent proximately caused by the gross negligence or willful misconduct of WEBCO or any WEBCO employee or agent arising from this Agreement; provided, however, that WEBCO shall not be liable to any County hereunder for any claim covered by a County's insurance, except to the extent that the liability of the County exceeds the amount of such insurance coverage. Notwithstanding the above, Crook County shall not be required to indemnify WEBCO for claims, damages, causes of action, costs, or expenses, including attorney fees, to the extent proximately caused by the gross negligence or willful misconduct of Crook County employees who work under the supervision of WEBCO.

Notwithstanding the foregoing, this Section shall be null and void to the extent that it is interpreted to reduce insurance coverage to which either party is otherwise entitled, by way of any exclusion for contractually assumed liability or otherwise. The Parties agree that each County's indemnification of WEBCO shall be in accordance with the Oregon Tort Claims Act and the Oregon Constitution.

19. AMENDMENTS

For the purpose of compliance with a state or federal law, no Party may amend this Agreement unless the amendment is provided in writing and signed by all Parties to this Agreement.

20. NOTICES

Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be either hand delivered, sent via facsimile, sent via overnight mail (such as Federal Express), or sent postage prepaid, by certified mail, return receipt

requested, to WEBCO or applicable County at the address set forth on the signature page of this Agreement. Such address may be changed by giving notice of such change in the manner provided in this Paragraph 20 for giving of such notice. The notice shall be effective on the date of delivery if delivered by hand or sent via facsimile, the date of delivery as indicated on the receipt if sent via overnight mail, or the earlier of the date indicated on the return receipt or four (4) business days after mailing if sent by certified mail.

21. WAIVER OF BREACH

The waiver of any breach of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.

22. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of Oregon.

23. ENTIRE AGREEMENT

This Agreement and any and all amendments, exhibits, attachments, schedules, and addenda contain the entire agreement of the parties.

24. REQUIRED CONTRACT PROVISIONS

WEBCO shall fully comply with all applicable terms, conditions, and requirements of the Intergovernmental Agreement signed by and between the Oregon Health Authority and County, Exhibit H, including but not limited to "Required Provider Contract Provisions", which is incorporated into this Agreement herein by reference only as applicable to the Services being provided or required by law.

25. COUNTERPARTS

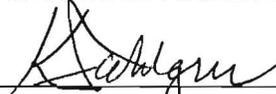
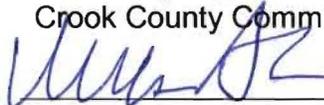
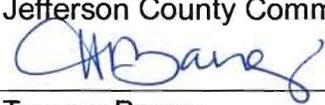
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW FOR EACH COUNTY]

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date written below.

**DESCHUTES COUNTY
BOARD OF COMMISSIONERS**

**WELLNESS AND EDUCATION BOARD OF
CENTRAL OREGON (WEBCO)**

_____ Alan Unger, Commissioner	Date	 Ken Fahlgren, Board Chair Crook County Commissioner	<u>4/14/16</u> Date
_____ Tammy Baney, Commissioner	Date	 Mike Ahern Jefferson County Commissioner	<u>4-14-16</u> Date
_____ Anthony DeBone, Commissioner	Date	 Tammy Baney Deschutes County Commissioner	<u>4.14.16</u> Date
		<u>Absent</u>	
		_____ John Rexford High Desert ESD Superintendent	_____ Date

Notices should be sent to the following:

To Deschutes County:

David Doyle, County Counsel
Deschutes County
1300 NW Wall Street, Suite 205
Bend, OR 97701
Phone: 541-388-6625
Fax: 541-617-4748
David.Doyle@deschutes.org

To WEBCO:

Lionel 'Chad' Chadwick, Director
Wellness & Education Board of Central Oregon
2659 SW Fourth Street, Suite 200
Redmond, OR 97756
Phone: 541-923-9698
Fax: 267-295-2059
Lionel.Chadwick@webcohub.org

With a copy to Deschutes CMHP Director:

Jane Smilie
Deschutes County Health Services
2577 NE Courtney Drive
Bend, OR 97701
Phone: 541-322-7502
Fax: 541-322-7565
Jane.Smilie@deschutes.org

Exhibit 1 – Statement of Work: Service Delivery

This Agreement authorizes County to contract for the services of a Contract Coordinator who will be employed by WEBCO. The provision of services and scope of work is outlined in this Exhibit 1.

Scope amendment: Scope may be amended at the written agreement of WEBCO and the Community Mental Health Providers, "CMHP" or "County", as those terms are used interchangeably.

1. REPORTING

- COBHC Dashboard. The contract coordinator will produce a regional dashboard with agreed upon outcomes and make it available on a quarterly basis, including a PowerPoint presentation to the WEBCO Board. The current dashboard includes a regional analysis of crisis services; services to adults diagnosed with SPMI; adult/child/family outpatient services; outpatient substance use disorder services; ICTS; as well as Panel Provider services (number of persons served, and number of service events). Changes to the dashboard and/or PowerPoint presentation format shall be discussed with the CMHPs prior to implementation.
- Outcomes Reporting. The contract coordinator will create quarterly and annual outcomes reports that provide data on the measures described in Exhibit 3 Performance Measurement Plan, Section 4 of the PacificSource/CMHP contract (previously referred to as the Data Outcomes Plan). Services will include assuring consistent and accurate data collection across the region, compilation of data from the CMHPs, and data analysis and report writing. This plan currently includes measures for clients diagnosed with Severe and Persistent Mental Illness (SPMI); crisis outcomes tracking; and Intensive Child Treatment Services (ICTS). The specific measures, metrics, rationale, data sources and reporting requirements for this work are articulated in contract/exhibit/section mentioned above.
- Monthly Claims Data Extracts. The contract coordinator will receive claims data extracts from each CMHP monthly and will conduct agreed upon data analysis and creation of reports.
- Coordination and Integration Annual Report. WEBCO will solicit and receive information from each CMHP Director to complete a report on integration, transformation and coordination efforts undertaken by the COBHC as a whole and by the CMHPs individually. The report will be submitted to the CMHPs no later than December 31, 2016 and will include an inventory of:
 - Integration, transformation and coordination activities and projects undertaken by the COBHC as a whole and by the CMHPs individually
 - Overview of system accomplishments and challenges
 - Identification of system barriers and efforts to mitigate barriers
 - Reflection on Regional Health Assessment and Plan (RHA/RHIP) – related activities
 - Recommendations for future integration and coordination efforts
- Financial Reporting. The contract coordinator will receive financial information from the CMHPs quarterly. These data will be compiled, analyzed and reported quarterly to the CMHPs including: actual versus billed OHP expenses; actual versus billed non-OHP expense; amount of non-encounterable services; non-OHP publicly funded fee-for-service expense; number of service and support events; number of OHP members served; number of non-OHP members served; cost per person service,

total capitation amount, and sub-capitation utilization percentage. Other analyses may be requested by the COBHC. Additionally, the contracts coordinator will prepare an annual financial report.

2. QUALITY MANAGEMENT

- Mock Site Visits. The contract coordinator will, at the request of the CMHP, organize mock site visits to prepare CMHPs anticipating OHA and/or PacificSource audits. The site visits should simulate the actual audit experience, involve the appropriate staff, cover all audit content areas and result in a report with recommendation for improvements to be made in anticipation of the actual anticipated audit. These should be scheduled by the CMHPs enough in advance to ensure the recommended improvements can be made before the actual audit.
- Quality Improvement Plan. Upon receipt of each CMHP's Quality Improvement Plan, the contract coordinator will develop a regional quality improvement plan which incorporates the current Quality Improvement Plans of each CMHP. The contract coordinator will assure work of the QM Committee described below aligns with this plan.

3. PROJECT COORDINATION/MANAGEMENT

This may involve all aspects of project management including coordinating work groups, creating and revising documents and project plans, tracking deliverables and timelines, evaluating potential barriers/risks and developing contingency plans as needed.

- CCBHC Readiness Assessment. The contract coordinator will compile a report upon receipt of three (3) completed readiness assessments from each CMHP. The report will identify areas of strength and weakness of each CMHP in its readiness to become a CCBHC, as well as recommended next steps to prepare for this certification if it is deemed feasible. In addition, the report will include regional implications from the assessment. Report shall be completed no later than thirty (30) days following receipt of all three (3) completed assessments from CMHP.
- Development of Templates and Content of Specific Policy and Procedure. The contract coordinator will complete upon request by the CMHPs.
- Substance Use Disorder (SUD) Case Rate Committee. This project is in process and the contract coordinator will continue to manage it to completion. It includes involvement by SUD providers, WEBCO and PacificSource working with Dale Jarvis, consultant, on the development of an alternative payment method for SUD service reimbursement. This project is anticipated to take up to 2 years to complete.
- Consultation on Revisions to Usual and Customary Calculations and Monitoring of Non-Encounterable Services. The CMHPs will hire a consultant to work with their organizations to ensure consistency in these processes across the region. The WEBCO contract coordinator will participate in discussions with the consultant.
- Regional Trainings for Community Partners. In 2016, WEBCO will coordinate all aspects of two behavioral health trainings. One will be on coding and the other on a topic to be determined.

4. REGIONAL COMMITTEES AND MEETINGS

WEBCO will provide all administrative support to schedule, organize, convene and document meetings of the following committees/groups.

- Regional Quality Management (QM) Committee. The contract coordinator will convene the regional Quality Management committee as required in the contract signed between each CMHP and PacificSource, to review quality metrics as identified by the CMHPs and/or PacificSource. Committee members include Quality Management staff from each CMHP and PacificSource Quality Management staff.
- Data Advisory Group. The contracts coordinator will lead a regional Data Advisory Group that includes data analysts/QM staff from each CMHP, as well as a Data Analytics Specialist from PacificSource. This group will function as a subcommittee and/or may be combined with the QM Committee, meeting as is necessary to ensure the soundness of the Outcomes Data.
- COBHC/Pacific Source Group. At the discretion of CMHP Directors, WEBCO will organize and/or attend monthly meetings of CMHP Directors, and PacificSource to discuss issues related to the PacificSource/CMHP contract.
- Finance Committee. The contracts coordinator will convene key CMHP fiscal staff to meet monthly, or at a frequency determined by the committee, to review topics as determined by the CMHPs, including but not limited to sub-cap dollars, usual and customary calculations and continuity of quarterly financial reports.
- Acute Care Council. The contract coordinator will convene an acute care council comprised of representatives of the CMHPs, St. Charles HealthSystem and PacificSource to review seclusions or restraints used in Central Oregon; and to hear and address issues around acute care access or discharges, including community system issues impacting either admission or discharge. Updates are also provided on inpatient utilization for adults and children.

5. OTHER SERVICES

- Manage Regional ProtoCall Services Contract. WEBCO will hold the contract with ProtoCall Services and will be responsible for paying the monthly invoice on behalf of the CMHPs. WEBCO will invoice monthly each CMHP for their portion of the invoice. Charges to each CMHP will be based on actual usage. WEBCO will attach a copy of the ProtoCall invoice along with the breakdown of charges per County with each invoice sent to the CMHP. The CMHP will submit payment to WEBCO within 30 days of receipt of invoice. If any CMHP wishes to terminate participation in the regional contract, a 120-day written notice must be submitted to WEBCO with copies to the other CMHPs.

Exhibit 1A- Definition of Acronyms:

1. **COBHC** – Central Oregon Behavioral Health Consortium
2. **SPMI** – Severe and Persistent Mental Illness
3. **CMHP** – Community Mental Health Provider, referenced in this Agreement herein as “County” or “CMHP”.
4. **ICTS** - Intensive Child Treatment Services
5. **RHA/RHIP** - Regional Health Assessment and Plan
6. **CCBHC** – Certified Community Behavioral Health Clinic
7. **QM** – Quality Management
8. **SUD** – Substance Use Disorder

Exhibit 2 – Data Sharing Agreement

Each Party to this Agreement to which this Exhibit 2 is attached, has an obligation to safeguard confidential information and records to which they have access or become aware of during the performance of services provided. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that each Party understand the obligation to maintain the confidentiality of information and records which a Party may access or become aware throughout WEBCO's provision Services for County. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any Party who improperly uses, discloses or releases confidential information or records will be subject to legal action, up to and including termination of this Agreement. Except as is necessary to perform official work for County, WEBCO is not authorized to use, disclose or release any information or records to which WEBCO has access or becomes aware of during WEBCO's provision of services for County without the express written approval of applicable County Department Director or Privacy Officer.

Each Party needs to agree to abide by the laws and policies governing confidentiality by signing this Confidentiality Agreement. If at any time, a Party has any questions regarding confidentiality laws or policies or questions regarding WEBCO's obligation to maintain confidentiality of any information or records, WEBCO and/or applicable Party shall consult with other Parties to this Agreement until all Parties have come to a mutual consensus.

BY SIGNING BELOW, EACH PARTY CERTIFIES THAT THE PARTY HAS READ AND UNDERSTOOD THIS AGREEMENT, THAT, AS A PARTY TO THIS AGREEMENT, THE PARTY HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT THE PARTY WILL ABIDE BY THOSE LAWS AND POLICIES. EACH PARTY FURTHER UNDERSTANDS AND AGREES THAT, IF THE PARTY IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, THAT PARTY WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THIS AGREEMENT.

CROOK COUNTY COURT

Mike McCabe, Crook County Judge Date

WELLNESS AND EDUCATION BOARD OF CENTRAL OREGON (WEBCO)

Ken Fahlgren, Board Chair Date

Lionel 'Chad' Chadwick, Director Date

LUTHERAN COMMUNITY SERVICES NORTHWEST

Scott Willard, CMHP Director Date

Exhibit 2 – Data Sharing Agreement

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**DESCHUTES COUNTY
BOARD OF COMMISSIONERS**

Alan Unger, Commission Chair Date

**WELLNESS AND EDUCATION BOARD OF
CENTRAL OREGON (WEBCO)**

Ken Fahlgren, Board Chair Date

Lionel 'Chad' Chadwick, Director Date

**DESCHUTES COUNTY BEHAVIORAL
HEALTH SERVICES**

Jane Smilie, CMHP Director Date



WELLNESS & EDUCATION BOARD OF CENTRAL OREGON (WEBCO)

BOARD

Ken Fahlgren
Commissioner
Crook County

Mike Ahern
Commissioner
Jefferson County

Tammy Baney
Commissioner
Deschutes County

John Rexford
Superintendent
High Desert ESD

April 21, 2016

Nancy Mooney
Contract/Credentialing Specialist
Deschutes County Health Services
2577 NE Courtney Drive
Bend, Oregon 97701

Nancy,

Attached is a copy of the contract between WEBCO and the three Counties (Crook, Deschutes and Jefferson) for behavioral health contract coordinator services. It was signed by our Board last week and now needs to be signed by the Deschutes County Board of Commissioners.

Once it has been signed and recorded by Deschutes County, I will need a copy returned to me for our files.

Thank you for your assistance in getting this processed and put on the BOC's agenda. Please let me know if you have any questions.

Sincerely,

Colette Smith
Executive Assistant

Attachments



Deschutes County Health Services

Contract Request Form

Contact Information

Instructions: Double Click on the boxes below. Change "Default Value" to "Checked", as applicable. Return signed form to Contract Specialist by e-mail.

Contract Request: New Contract Contract Renewal

Date of Contract Request: 2/12/16

Contract Start/End Date: March 1, 2016 to June 30, 2017

Contract Lead: _____

Program Manager: DeAnn Carr

Division: Behavioral Health

Program or Team: _____

Contractor Name:	WEBCO
Fiscal Impact:	<input type="checkbox"/> No Fiscal Impact <input checked="" type="checkbox"/> County Expenditure <input type="checkbox"/> County Revenue
Payment Instruction:	<input type="checkbox"/> Send Payment Upon Contract Execution <input type="checkbox"/> Contractor Will Mail Invoice If further instruction or notes are needed, please enter here:
Cost Center:	
Funding Amount (include amount per year if multiple years):	Max. Comp. \$120,000 per yr
Required Matching Funds (if applicable):	
FTE Required and Cost of FTE:	
Staff Responsible to collect reports and follow up with outcomes:	

Fiscal Information

Document Information

Type of Document Requested:

Services Contract IGA MOU Intern Agreement

Amendment Lease Grant Other

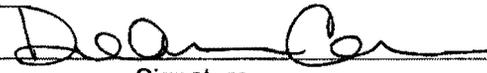
Scope of Work:

Contract for the services of a Behavioral Health Contract Coordinator who will be employed by WEBCO ("Contract Coordinator"). Contract Coordinator will produce a regional dashboard, outcomes reporting, monthly claims data extracts, coordination and integration report, financial reporting, quality management, project coordination/management.

Special Considerations/Conditions, if applicable:

PLEASE SUBMIT SIGNED CONTRACT REQUEST FORM TO CONTRACT SPECIALIST.
PROGRAM MANAGER SIGNATURE IS REQUIRED.

Supervisor or Lead

BY: 
Signature

Name: DeAnn Carr
Type Name

Title: Deputy Director

Date: 3-3-16

Program Manager

BY: _____
Signature

Name: _____
Type Name

Title: _____

Date: _____