

DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT

**REQUEST FOR PROPOSALS
FOR
TREATMENT FOSTER/RESPITE CARE SERVICES**

January 27, 2015

Deschutes County, a political subdivision of the State of Oregon, acting by and through the Health Services Department (DCHS) is releasing this competitive solicitation to secure one or more contractors to provide Treatment Foster Care (TFC) and/or temporary Respite Care Services (RCS) to children ages five (5) to eighteen (18) years old meeting the eligibility criteria stipulated by DCHS. TFC and/or RCS will be assigned on a case by case basis. Services will be provided in accordance with all applicable rules, regulations, and policies as specified by federal, state, and county guidelines, including but not limited to, the Oregon State Department of Human Services Child Welfare Division (DHS).

One original and three (3) copies of the proposal must be submitted in a sealed envelope that is clearly marked with the name and address of the proposing agency, titled "Proposed Deschutes County Treatment Foster/Respite Care Services Provider", and addressed to:

Elizabeth Holden
Supervisor EASA & ICTS Programs
1340 Wall St.
Bend, OR 97701

Proposals must be received no later than 5:00 p.m., on Friday, March 13, 2015 to be eligible for consideration. Submission and receipt of proposals by electronic means is not permitted.

All costs associated with preparing and submitting a proposal is solely the responsibility of the proposer. This solicitation does not obligate Deschutes County to select any single proposer and Deschutes County reserves the right to cancel the procurement, reject any and all proposals, to retain all proposal materials in accordance with ORS 279B.100, and to use any material included in the proposal regardless of whether it is selected.

Questions concerning the proposal process may be directed to Elizabeth Holden at 541-322-7489 or via email to elizabeth.holden@deschutes.org.

1. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to execute a contract or contracts with either a private non-profit organization or a public institution with recognized expertise in the field related to children's mental health to coordinate and manage Treatment Foster Care (TFC) and Respite Care Services (RCS) for Deschutes County Health Services (DCHS) and Oregon State Department of Human Services Child Welfare Division (DHS) Central Oregon client population.

Contingent upon approval by the Deschutes County Board of Commissioners, DCHS intends to award one (1) or more contracts to the responsible Proponent(s) whose proposal is determined to be the most responsive to the requirements of this RFP. The term of the resulting is estimated to begin on or about May 20, 2015 and terminate June 30, 2017, with DCHS retaining sole discretion to renew for additional one (1) year terms, without a competitive bid process, subject to contractor performance and continued funding.

The estimated amount available for each year of the contract is \$ 91,717.92 for TFC and up to \$50,000 for RCS. Additional TFC costs for "room and board" are addressed through DHS Child Welfare funding. The anticipated allocation for this service is approximate and may be increased or decreased.

RCS funding is based upon County's approval of Contractor's submission of applicable/required documentation. Funding for TFC is contingent upon the State budget, receipt of funds from and/or obligation of funds by the State to the Contractor. Contractor shall invoice Oregon's Department of Medical Assistance Programs (DMAP), whichever is applicable. Contractor agrees that payment for TFC services shall be DMAP's responsibility and not County's responsibility. Contractor shall not invoice or expect payment from County for TFC services.

2. PROGRAM OVERVIEW

Deschutes County Health Services (DCHS) was formed in 2009 as a consolidation of Deschutes County's Health Department and Mental Health Department. DCHS offers services at more than forty (40) locations throughout Deschutes County including public schools; health clinics in Bend, La Pine, Redmond and Sisters; five (5) school-based health clinics; agencies such as the KIDS Center and the State of Oregon Department of Human Services (DHS); area hospitals; care facilities and homes. DCHS is an equal opportunity service provider.

DCHS, Behavioral Health Division helps Central Oregon residents facing serious mental health and addiction issues. Staff and contracted agencies also help people with developmental disabilities and their families. Priority populations include Oregon Health Plan (OHP) members, uninsured Central Oregon residents with nowhere else to turn and people in crisis, who are often in unstable situations or are a danger to themselves or others. DCHS, Behavioral Health Division also coordinates services for Central Oregon residents in care at the Oregon State Hospital or served through other agencies or facilities. These services assist people in need, alleviate community problems, promote client health and prevent more costly care and intervention.

DCHS Child & Family Program offer intensive, community-based support for eligible youth and families on OHP. The Intensive Care Treatment Services (ICTS) team uses a wrap-around model (Wrap Program) that utilizes a family oriented systemic approach to planning and support. Wrap Program Care Coordinators facilitate collaboration between children, families, and involved community partners in order to create a shared plan for addressing systemic and behavioral challenges.

The Proponent selected will provide three (3) bed capacity (2 TFC State assigned to Deschutes & 1 TFC assigned to Jefferson County) of Treatment Foster Care (TFC) and additional capacity for the provision of Respite Care Services (RCS) designed to serve as a temporary alternative to hospitalization or other stabilization needs for Central Oregon. All services (TFC and/or RCS) provided by the selected Proponent will adhere to DCHS Wrap Program model, will be culturally relevant and will utilize evidence informed practices. Availability of bi-lingual/bi-cultural TFC and RCS providers are a priority in order to meet the diverse needs of the foster child and foster caregiver populations.

RCS providers shall be trained and recruited by the Proponent to meet the unique and complex needs of ICTS high-risk children/adolescents.

Throughout the contract term, data regarding TFC and RCS activities and utilization shall be collected, monitored and reported in order to ensure full utilization and budgetary guidelines. Documentation regarding service delivery will comply with DCHS required format and Oregon State rules and statutes.

3. DEFINITIONS

1. Agency Staff means a person employed by a TFC and/or RCS provider or program that gives support to the treatment foster parent or guardian.
2. Behavioral Attendants means individuals providing additional supervision and RCS in the home and in respite care settings. To be qualified, Behavioral Attendants must be eighteen (18) years of age or older, able to provide services and have completed Oregon State and/or DCHS approved training.
3. Care Coordination means a process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs. Care coordination includes facilitating communication between the family, natural supports, community resources, involved providers and agencies; organizing, facilitating and participating in team meetings; and providing for continuity of care by creating linkages to and managing transitions between levels of care and transitions.
4. Child/Adolescent means an individual with an age range from five (5) to eighteen (18) years of age participating in the ICTS Wrap Program.
5. Children at-risk means children identified as being at-risk of hospitalization and/or out of community placement.

6. Clinical Supervisor means a person employed by the TFC and/or RCS provider or program who provides support, supervision and consultation to the TFC and RCS staff and foster parent or guardian.
7. Collaboration means a formal partnership among organizations, such as mental health providers, or other services providers, hospitals and crisis hotlines. As an example, the collaboration may define the relationship between parties through linkages and referral to ancillary services or may provide a formal relationship between parties to ensure the delivery of an array of services to individuals and their families/caregivers in need. Through collaboration, the total resources available to address the needs of individuals experiencing a Mental Health Crisis are increased beyond what is available to a single organization.
8. Criminal Records Check means the Oregon Records Check and the processes and procedures required by OAR 407-007-0000 through 407-007-0370.
9. Crisis means either an actual or perceived urgent or emergent situation that occurs when an individual's stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the child/adolescent's mental or physical health or to prevent referral to a significantly higher level of care.
10. Cultural Competency means the process by which people and systems respond respectfully and effectively to people of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientations and other diversity factors in a manner that recognizes, affirms, and values the worth of individuals.
11. Day means a twenty-four (24) hour period of time, regardless of start and stop time.
12. Deschutes County Health Services (DCHS) means Deschutes County's Community Mental Health Provider.
13. Evidence-Informed means the design of a Treatment Foster and Respite Care program that is well informed and based on the best available research.
14. HIPAA means the federal Health Insurance Portability and Accountability Act of 1996 and the regulations published in Title 45, pars 160 and 164, of the code of Federal regulations (CFR).
15. ICTS Child or adolescent means a child or adolescent open with and actively receiving services by the ICTS Wrap Program..
16. Intensive Care Treatment Services (ICTS) means a specialized set of comprehensive in-home and community-based supports and mental health treatment services, including care for children that are developed by the ICTS Child & Family Team and delivered in the most integrated setting within the community.

17. Planned Respite Care Services means a preventive respite that serves to reduce the risks of hospitalization and/or out of community placement by providing limited reprieve from the triggers that may lead to a Mental Health acute event.
18. Qualified Mental Health Associate, as defined by Oregon Administrative Rule 309-019-0125, has a Bachelor's degree in a behavioral sciences field or a combination of at least three (3) year's work, education, training or experience in a behavioral sciences field AND demonstrates the ability to communicate effectively, understand mental health assessment, treatment and service terminology and to apply the concepts; implement skills development strategies; and identify, implement and coordinate the services and supports identified in a Service Plan.
19. Rehabilitation Services means services provided in the child or adolescent's foster home and delivered on an individualized basis and designed to promote skill development. This service requires the use of treatment foster care in coordination with other mental health interventions to reduce symptoms associated with the child's mental or emotional disorder and to provide a structured, therapeutic environment. The services is intended to reduce the need for future services, increase the child's potential to remain in the community, restore the child's best possible functional level, and to allow the child to be maintained in the least restrictive setting.
20. Respite Care Program Administrator means RCS administrative staff whose responsibilities includes but is not limited to, TFC and RCS management and coordination, provider recruitment and training, and liaison to DCHS ICTS Wrap Program Supervisor and/or Program Manager and staff.
21. Respite Care Service (RCS) means a temporary arrangement of twelve (12) hours up to a maximum of three (3) days, to allow the treatment foster parent(s) and other caregivers temporary relief to improve family stability and/or reduce the risk of abuse or neglect. RCS may be planned or offered during emergencies or times of crisis. Crisis RCS must be available on-call, twenty-four (24) hours a day, seven (7) days a week.
22. Service Note means the written record of services and supports provided, including documentation of progress toward intended outcomes, consistent with timelines stated in the Treatment Plan.
23. Treatment means the coordinated provision of services designed to produce a planned outcome in a child/adolescent's behavior, attitude or general condition. Treatment is based on a thorough assessment of factors contributing to the attitude, condition or behavior.
24. Treatment Foster Care (TFC) means a model of care in which a child/adolescent receives treatment in the foster home from the treatment foster parent and/or professional therapist of an identified program. TFC is the positive aspects of the nurturing and therapeutic family environment combined with active and structured treatment. TFC programs provide, in a clinically effective and cost effective way, individualized and intensive treatment for child/adolescents who would otherwise be placed in institutional settings.

25. Treatment Plan means an individualized plan for each child/adolescent developed by a treatment team that is goal-oriented and of a particular duration. Each plan will identify desired behavior changes and a time estimate for achieving the plan goals.

4. PERIOD OF SERVICE

A contract is expected to be awarded for the period May 19, 2015 and terminate June 30, 2017. The contract may be renewed for additional years. Should a new contract be awarded for subsequent years, the County reserves the right to award a new contract with the selected contractor for this service without the need for further competitive procurement, subject to approval by Deschutes County Board of Commissioners, DCHS, the availability of sufficient funds and satisfactory performance by the contractor.

5. SCOPE OF SERVICES

1. Provide three (3) bed capacity of Treatment Foster Care (TFC).
2. Provide additional capacity for provision of Respite Care Services (RCS) designed to serve as alternative to hospitalization or other stabilization needs. Additional capacity does not refer to the respite required as part of TFC services.
3. Prioritize maintaining sufficient quantity of TFC and RCS providers who are bilingual (English/Spanish) to meet the needs of the Spanish speaking families participating in the DCHS ICTS Wrap Program.
4. Maintain organizational capacity and interdisciplinary treatment capability to deliver clinically and developmentally appropriate TFC and respite services in the medically appropriate amount, intensity and duration for each child/adolescent specific to the child/adolescent's diagnosis, level of functioning and the acuity and severity of the child/adolescent's psychiatric symptoms.
5. Maintain twenty-four (24) hour, seven (7) days per week RCS availability for Crisis RCS placement.
6. Submit for DCHS approval, training curriculums and training plan of initial and ongoing training of TFC and RCS providers. Trainings should include but not be limited to: provision of TFC and RCS, skill sets for working with high-risk children/adolescents, and mandated abuse reporting, special incident reporting, crisis intervention, CPR/First aid, and HIPAA rules and regulations.
7. Maintain sufficient documentation and records, which include but is not be limited to daily Progress Notes, and a Treatment Plan provided by the ICTS program, of TFC and RCS services provided. Documentation shall comply with all relevant DCHS contract and Oregon State rules and statues. Submission of daily progress notes to the ICTS Wrap Program shall

occur on a weekly basis. Payment for services rendered will not be made without document submission and DCHS approval of documentation.

8. Receive, process and manage requests for TFC and RCS, including but not limited to:
 - Obtain Service Notes or Treatment Plan by ICTS Wrap Program and follow the recommended Treatment Plan.
 - Follow-up with designated ICTS Wrap Program Coordinator, via phone, e-mail, regarding the outcome of the placement or if any dangerous behaviors begin to occur.
 - Inform the designated Wrap Program Coordinator and the legal guardian within twenty-four (24) hours of reportable incidents involving the child/adolescent.
 - Return request for information/phone calls within one (1) business days.
9. Conduct criminal background checks (pursuant to OAR 407-007-0200 to 407-007-0370) and child abuse history background checks prior to TCF and/or RCS staff providing services.
10. Receive referrals from DCHS ICTS Wrap Program and/or DCHS Crisis Team and place child/adolescents for for Planned RCS and Crisis RCS.
11. Contractor shall obtain preauthorization from DCHS ICTS Wrap Program for RCS.
12. TFC and RCS providers shall participate in Wrap Program and ICTS team meetings upon request. TFC and RCS providers will support implantation of the Treatment Plan and shall collaborate for Care Coordination.
13. RCS must be accessible twenty-four (24) hours per day, seven (7) days per week, via pager and/or cellular telephone for emergency placements through an on-call respite coordinator or designee. Planned RCS will be coordinated during regular business hours, Monday through Friday, 8am to 5pm.
14. Maintain linkages with primary care physicians, ICTS Wrap Program and the child/adolescent's foster parent or guardian to coordinate necessary continuing care resources for the child/adolescent.
15. Maintain linkages with the applicable education service district or school district to coordinate and provide the necessary educational services for the child/adolescent and integrate education services in all phases of assessment, service and support planning, active treatment and transition planning.
16. Staffing of TFC/RCS must meet established requirements and be adequate to meet the clinical and safety needs of the children and adolescents. Must be adequate to allow for timely provision of support to children and adolescents in home, community, and school settings as necessary to respond to clinical/behavioral needs.

6. GENERAL REQUIREMENTS

1. Respite Care Services (RCS) and/or Treatment Foster Care (TFC) must be family-centered and family-friendly.
2. RCS and TFC must be culturally responsive to the population served. All direct service positions are required to have the ability to speak, read and write in English.
3. Selected Proponent must comply with civil rights requirements, as described in Attachment 2.
4. No minimum or maximum number of referrals is guaranteed, expressed or implied. Referrals may fluctuate in frequency and volume throughout the term of the contract.
5. RCS may be required to appear and testify at Court hearings when subpoenaed.
6. TFC and/or RCS provider must complete a Special Incident Report (SIR), in the event there is an incident of unusual, aggressive, or high-risk behavior by the child/adolescent, foster care parent, and/or a RCS provider.
 - ICTS Wrap Program Coordinator and DCHS Crisis Team (if applicable) must be notified within twenty-four (24) hours by telephone when an incident occurs.
 - SIR must be completed and submitted to the assigned ICTS Wrap Program Coordinator and TFC and/or RCS Program Administrator within one (1) business day of the incident.
7. Crisis RCS requests must be accommodated with less than twenty-four (24) hour notice.
8. RCS provider will confirm arrangements with the requesting party within twenty-four (24) hours of the request. The requesting party will be responsible for transporting the child/adolescent to and from the Respite Care visit.

7. PAYMENT PROVISIONS AND RATES

1. Respite Care Services (RCS) must be preauthorized by DCHS and coordinated with DCHS ICTS Wrap Program Coordinator and/or DCHS Crisis team member in order to qualify for reimbursement.
2. Levels of service within the indicated budget allow for a maximum of \$150 for Crisis RCS and \$100 for Planned RCS for occupancy per day per child/adolescent served. The Proponent selected will invoice DCHS for RCS.
3. Selected Proponent shall invoice Division of Medical Assistance Programs (DMAP) in accordance with procedures and forms prescribed by DMAP for Treatment Foster Care (TFC). Payment for TFC shall be DMAP's responsibility and not County's responsibility. Payment shall not be expected from County for TFC billed to DMAP. Validity of claims for payment submitted to DMAP shall be the sole responsibility of the Proponent.

4. Selected Proponent shall invoice DCHS for RCS rendered within thirty (30) calendar days of service completion.
5. Selected Proponent must submit monthly invoices and supporting documentation to ICTS Wrap Program Coordinator for reimbursement. Supporting documentation must be approved by ICTS Program Manager in order for invoices to be approved for reimbursement. If ICTS Program Manager does not approve supporting documentation, they will notify contractor of the need to submit complete and compliant documentation.
6. Selected Proponent will develop and maintain a comprehensive record keeping system to monitor monthly reimbursement for TFC and RCS. Selected Proponent will maintain a confidential database history of TFC and RCS provided to children/adolescents. Upon contract termination, or notice thereof, the contractor shall relinquish all requested information to ICTS Wrap Program Coordinator.

8. INSTRUCTIONS AND CONDITIONS

Proposals must be signed by an authorized representative of the Proponent. Proponents shall include a copy of a Board Resolution authorizing a representative of its organization to sign the proposal and/or subsequent contract. Proposals without an original authorized signature will be rejected.

This RFP does not commit DCHS to award a contract or to pay any associated cost. The proposal preparation cost is solely the responsibility of the Proponent.

Proposals are not to be marked as confidential or proprietary. Proposals submitted in response to an RFP are subject to public disclosure as permitted by Oregon State regulations. Additionally, all proposals shall become the property of DCHS. DCHS reserves the right to make use of any information or ideas in the proposals submitted.

Regardless of identification otherwise, including marking some or all of the pages as “confidential” or “proprietary”, information in proposals shall become part of the public record and subject to disclosure without further notice to the Proponent. Proposals should not include personal identifier information in resumes or other documents such as social security numbers, dates of birth, criminal clearance documents, etc. DCHS shall not in any way be liable or responsible for the disclosure of any such records.

Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. By submitting a proposal, the Proponent agrees to meet all the requirements set forth in the RFP, unless specific exceptions are noted in Attachment 1 (Agency Summary). DCHS reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with the approval of DCHS. DCHS reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other impropriety not warranting rejection of the proposal. Any waiver will not excuse a Proponent from full compliance if awarded a contract. Reasons for rejecting any proposal will be supplied to the Proponent. **DCHS, in its sole discretion, reserves the right to modify or cancel this RFP in whole or in**

part. If modification or cancellation is determined to be in DCHS' best interest, all Proponents will be notified in writing of the specific reasons for such modification or cancellation.

DCHS reserves the right to seek additional proposals beyond the final submission date, if, in the County's sole discretion, the proposals received do not meet with the approval of DCHS.

Proposals must be valid for a minimum of one hundred twenty (120) days from the due date of this RFP.

9. TENTATIVE SCHEDULE OF EVENTS

Proponents must follow the instructions and conditions detailed in this RFP. Proposals that do not conform may be excluded from further review.

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| • Request for Proposals is released. | January 27, 2015 |
| • Proposals are due. | March 13, 2015 |
| • Proposals are evaluated. | March 16 through March 20 |
| • Interviews are conducted with top ranking candidates, if needed. | March 23 through March 27 |
| • Recommendation of selected candidate is forwarded to the Deschutes County Board of County Commissioners. Board considers selection and award. | The week of April 6, 2015 (contingent on Board of County Commissioners meeting calendar dates). |
| • Notice of Intent to Award is issued. | April 13, 2015 |
| • Protest period is open | April 13 through April 20 |
| • Contract for services is developed and signed. | April 21 through May 19 |
| • Contracted services commence. | May 20, 2015 (Tentative) |

DCHS anticipates that it will announce the results of this RFP process April 10, 2015. DCHS and the selected Proponent will then negotiate terms and sign a legally-binding contract by May 19, 2015. A sample copy of Deschutes County's standard contract is included as Attachment 5 for reference. Ideally, the selected Proponent will be able to begin providing TFC and Respite Care services pursuant to the contract by June 1, 2015. However, if selected Proponent requires more time to procure appropriate licenses, state certifications and/or staffing and training, etc., then the effective date of the contract may be negotiated and agreed upon by both DCHS and selected Proponent. The Proponent must be able to enter into a contract and provide TFC and RCS no later than July 15, 2015.

Proposals must be submitted as described above no later than 5:00 p.m. on March 13, 2015 ("Due Date"). Proposals received after that time will be considered late and will be returned unopened.

Proposals will be opened in a manner that avoids disclosure of contents to competing proposers. Immediately following the receipt date, a list of the submitting proposers will be available by

request. A register of all proposals received will be prepared and available for public inspection after a contract is awarded.

10. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written or faxed request received from the Proponent prior to the Due Date. Negligence on the part of the Proponent in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as the Board of County Commissioners specifically cancels the procurement, rejects the proposal, or awards a contract.

11. ACCEPTANCE OR REJECTION PROPOSALS

In awarding a contract, DCHS will accept and consider the proposal or proposals which, in the estimation of DCHS, will best serve the interests of Deschutes County and Central Oregon. DCHS reserves the right to award a contract to the Proponent whose proposal is most advantageous to Deschutes County based upon the evaluation process and evaluation criteria contained within this RFP. DCHS reserves the right to accept or reject any or all proposals. Any proposal which DCHS judges to be incomplete or nonconforming may be rejected. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

12. SELECTION PROCESS

All proposals will initially be screened by DCHS staff. All proposals submitted by the RFP due date will be subject to a standard review process. An initial review of each proposal will be conducted by DCHS staff to determine if it is complete, in the required format, and in compliance with all requirements of this RFP. Failure to meet all of these requirements may result in a rejected proposal.

Each proposal that passes the initial review will be evaluated and scored by a review panel. The process may include a panel interview with the applicant agency. The review panel will evaluate and score each proposal on the basis of a 100-point scale, using the assigned weights listed below.

Evaluation Criteria	Point Value
Administrative Capability	15
Project Description/Scope of Services	35
Performance Measures and Program Evaluations (Outcomes)	15
Qualifications of Staff and Staffing Plan	25
Fiscal Responsibility and Budget	10
Total	100 Points

Narrative responses to each section of the application, any required attachments and the completed budget forms will be reviewed to determine compliance with the requested information and the feasibility and reasonableness of proposed program design, cost, and

expected outcomes. Each evaluation criterion is described in full in Section 15 Submission Package.

13. PROTEST OF AWARD

After Deschutes County Board of Commissioners approves and selects the Proponent, DCHS will provide notice of its intent to award the contract. If no written protest is filed by 5:00 p.m. on the seventh (7) day following announcement of the decision, the award will be deemed final. DCHS will not entertain protests submitted after this time period. The written protest must specify the grounds upon which the protest is based. If a timely protest is filed, the decision of DCHS will be considered final only upon issuance of a written notice deciding the merit of the protest. The award and any written decision regarding the protest will be sent to each proposer.

Protests should be submitted to:

Elizabeth Holden, Supervisor EASA & ICTS Programs
1340 Wall St.
Bend, OR 97701

The protest shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. A written response will be sent to the protester within ten (10) working days after receipt of the written protest. Prior to the award of a contract, if any Proponent files protest against the awarding of the contract, the contract may not be awarded until either the protest has been withdrawn or Deschutes County Board of Commissioners has decided the matter.

14. AWARD AND COMMENCEMENT OF WORK

Recommendation for award is contingent upon successful negotiation of the contract and resolution of any protests. The successful Proponent shall be required to sign the negotiated contract, which will be in the form and content as approved by DCHS.

The final authority to award a contract rests solely with the Deschutes County Board of Commissioners. The successful Proponent shall not be allowed to begin work under any negotiated contract until such time as the contract has been approved and executed by the Deschutes County Board of Commissioners.

The successful Proponent must agree to all terms, insurance coverage provisions, and conditions of the contract with Deschutes County.

If only one proposal is received and it is deemed that such proposal meets requirements for funding, Deschutes County reserves the option to award such entity a contract on a sole-source basis. In the event no proposals are received, or proposals received do not meet requirements for funding under this RFP, Deschutes County reserves the right to be the contractor of last resort, or to designate another qualified entity to operate the program on a sole-source basis.

If revisions or additional information to this RFP become necessary, DCHS will post the addenda or supplements on the Deschutes County website.

As referenced in Attachment 2 of this RFP, the selected Proponent will need to submit evidence of the following insurance requirements prior to execution of the contract:

- A. Commercial General Liability "occurrence" coverage, naming Deschutes County, ***the State of Oregon, their officers, agents, employees and volunteers as an additional insured***, in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$4,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- B. Professional Liability coverage in the minimum amount of \$2,000,000 combined each occurrence and \$4,000,000 aggregate, for damages caused by error, omission, or negligent acts related to professional services provided under the contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two (2) years after the contract work is completed.
- C. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles. Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.
- D. Workers' Compensation coverage, including a Waiver of Subrogation in full compliance with Oregon statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.

Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or contractor from further consideration in the procurement or contracting process. Failure to comply with contract requirements once a contract has been awarded will constitute a material breach of the contract and may result in the suspension or termination of the affected contract and debarment from future Deschutes County contracting opportunities for a period not to exceed three (3) years. Other penalties may also apply.

As applicable, the selected Proponent shall also submit to Deschutes County prior to contract award the following documents:

- Most recent Audit or federal tax return
- Articles of Incorporation or business license
- Grievance procedures for participants
- Handicapped Access Survey

15. SUBMISSION PACKAGE

APPLICATION INSTRUCTIONS

Applications submitted in response to this RFP must include the items and be in the order as listed below. All of the items combined comprise your completed Application pursuant to this RFP.

1. Signed Proposal Response Form-**Attachment 1**
2. Signed Acknowledgement of Insurance Requirements – **Attachment 2**
3. Executive Summary: Please complete as directed. **Attachment 3**
4. Narrative Section: Prepare a written response to the narrative section that fully addresses each of the evaluation criteria listed. The narrative must be typed in 12 point font, 8½” x 11”, paginated, on white paper. Narrative section is limited to twelve (12) pages. **Attachment 4**

It is the responsibility of the Proponent to ensure the proposal is submitted by the time and date and to the location as specified. Postmarks will not be accepted in lieu of this requirement. Therefore, use of the U.S. Mail is at the bidder’s own risk. Proposals submitted to any other office will not be accepted.

To be considered for this RFP, all proposals submitted must be received no later than 5:00 p.m. on February 20, 2015 (“Due Date”) with one complete application package with original signature and three (3) copies (excluding audit), either delivered in person or mailed to:

Elizabeth Holden, Supervisor EASA & ICTS Programs
2577 NE Courtney Drive
Bend, OR 97701

Proposal Format and Contents

Format

- Most recent audited financial statements.
- Copy of Completed Financial Form for new applicants (Attachment 5)
- A narrative which addresses each question outlined below:

Narrative Questions: Service Qualifications

Attachments to the RFP:

- Attachment 1: Proposal Response Form.
- Attachment 2: Acknowledgement of Insurance Requirements
- Attachment 3: Executive Summary
- Attachment 4: Narrative
- Attachment 5: Deschutes County Contract Draft

Attachment 1

DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT

**REQUEST FOR PROPOSALS
FOR
FOSTER/RESPITE CARE SERVICES**

Proposal Response Form

A signature on this form acknowledges that the proposed provider is hereby submitting a proposal in response to Deschutes County's Request For Proposal for an Foster/Respite Care Services.

Authorized Signature: _____

Contact Name: _____

Title: _____

Phone: _____ Email: _____

Company Name: _____

Company Address: _____

Commercial General Liability insurance with a combined single limit of not less than:

Per Single Claimant and Incident

\$1,000,000

X \$2,000,000

\$3,000,000

All Claimants Arising from Single Incident

\$2,000,000

X \$4,000,000

\$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name *Deschutes County, the State of Oregon, their officers, agents, employees and volunteers as an additional insured*. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

X Required by County

Not required by County (One box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by the contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed contract. Contractor shall notify the County in writing at least thirty (30) days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention.

I certify that I acknowledge the above insurance information as a requirement to enter into a contract with Deschutes County. I also certify that the Agency carries the required insurance limits as stated in this Exhibit or can, if selected as a result of this RFP, obtain the required insurance and provide proof of the required insurance certificates prior to signature and execution of the contract.

Signature: _____

Date: _____

Printed Name and Title: _____

Attachment 3 – EXECUTIVE SUMMARY

1. Bidders Legal Name

Firm Name	
Address	
Telephone	

2. Briefly summarize your program design:

--

3. Chief Executive Contact

Name of Chief Executive	
Title	
Telephone	
E-mail Address	

4. Primary Application Contact

Name of Primary Contact	
Title	
Telephone	
E-mail Address	

5. Legal Status Information

Federal Employer Tax Identification or Social Security Number	
Oregon Tax I.D. Number	

An unsigned proposal will be rejected

I certify that the information provided in this proposal is true and correct to the best of my knowledge and that I have been duly authorized by applicants governing body or other authority to file this proposal. This proposal is submitted as firm and fixed offer valid for one hundred twenty (120) days of the submission date.

Signature: _____

Date: _____

Printed Name and Title: _____

Attachment 4 – NARRATIVE

Please provide a written response to each section. Your application proposal will be reviewed and scored according to the following evaluation criteria. All proposals will be reviewed for demonstrated capacity to provide the services/activities sought through this solicitation.

1. Administrative Capability (15 Points)

Demonstration of the agency’s experience, knowledge and ability to administer a Treatment Foster and Respite Care program so that the needs of the target population of the project are met and the project objectives can be reached. The ability to collect data and prepare reports documenting outcomes of Respite Care Services.

2. Project Description/Scope of Services (35 Points)

Demonstrate a clear plan for development and implementation of a sustainable TFC/RCS program that meet capacity needs. Demonstration that the scope of services, stated objectives, anticipated outcomes, and activities to be provided support Treatment Foster and Respite Care services and the ICTS Wraparound Program described in this RFP. The comprehensiveness of the proposed program design, services and activities to be provided, and project timeline to be considered. (Bidder’s narrative must describe how it will meet all the requirements listed in Section 5. “Scope of Services”).

3. Performance Measures and Program Evaluations (Outcomes) (15 Points)

Identification of key performance measures. Demonstrate ability to track and report on established performance measures as well as ability to address performance deficits in a timely manner. Plan for on-going program evaluation and quality improvement.

4. Qualifications of Staff and Staffing Plan (25 Points)

Background and experience of project staff and or sub-contractors in working with Treatment Foster Families, children with physical, mental or behavioral challenges or projects similar to the one requested. Bilingual (i.e. Spanish/English) and culturally competent staff should be identified. Demonstration of plans for recruitment, training and oversight in order to develop appropriate structures/skills for this high risk population.

5. Fiscal Responsibility and Budget (15 Points)

Demonstration of ability to maintain accountability for contract funds; cost effectiveness of the project, planning for fiscal stability during times of shifting capacity demand. Provide a proposed budget.

Total Points 100

Attachment 5 – AGREEMENT SAMPLE

DESCHUTES COUNTY SERVICES AGREEMENT
CONTRACT NO. 2015-

This Agreement (the "Agreement") is an offer to contract with Deschutes County, a political subdivision of the State of Oregon, acting by and through Deschutes County Health Services Department, Behavioral Health Division, (Hereinafter referred to as "County"). This Agreement, made by and between County and _____ (name as it appears on the child care license issued by the Oregon Department of Human Services) hereinafter referred to as "Contractor" shall be as follows:

1. The Agreement shall become effective for services delivered beginning _____. **(Begin date – Cannot be prior to Child Care License Begin Date)** and shall continue in force through June 30, _____ unless altered or terminated in accordance with the terms of this Agreement.
2. Contractor shall be contracted with County as the type of child care facility specified on the Contractor's child care license, which is:
 Child Care Center Family Child Care Home Group Child Care Home
3. Contractor shall be contracted for Treatment Foster Care Services (TFC) and/or Planned and Crisis Respite Foster Care Services (RFC), as applicable to Contractor's licensure.
 Treatment Foster Care Planned and Crisis Respite Foster Care Both RFC & TFC
4. Contractor Information (please complete all fields below):

Name of Owner/Licensee:	E-mail Address:		
Physical Address of Location:	City:	State:	Zip:
Mailing Address (if different from above):	City:	State:	Zip:
Telephone Number:	24-Hour Emergency Contact:		Tax ID or SSN:

SIGNATURES

I have read this Agreement including the attached Exhibits. I understand this Agreement and agree to be bound by its terms. NOTE: Contractor/County shall also sign Exhibit 3.

GENERAL CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS.

1. Behavioral Attendants.

Individuals providing additional supervision and RCS in the home and in respite care settings. To be qualified, Behavioral Attendants must be eighteen (18) years of age or older, able to provide services and have completed Oregon State and/or DCHS approved training.

2. Care Coordination.

A process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs. Care coordination includes facilitating communication between the family, natural supports, community resources, involved providers and agencies; organizing, facilitating and participating in team meetings; and providing for continuity of care by creating linkages to and managing transitions between levels of care and transitions.

3. Child/Adolescent.

An individual with an age range from five (5) to eighteen (18) years of age participating in the ICTS Wrap Program.

4. Children at-risk.

Children identified as being at-risk of hospitalization and/or out of community placement.

5. Clinical Supervisor

A person employed by the TFC and/or RCS provider or program who provides support, supervision and consultation to the TFC and RCS staff and foster parent or guardian.

6. Collaboration

A formal partnership among organizations, such as mental health providers, or other services providers, hospitals and crisis hotlines. As an example, the collaboration may define the relationship between parties through linkages and referral to ancillary services or may provide a formal relationship between parties to ensure the delivery of an array of services to individuals and their families/caregivers in need. Through collaboration, the total resources available to address the needs of individuals experiencing a Mental Health Crisis are increased beyond what is available to a single organization.

7. Contractor Staff.

A person employed by Contractor that gives support to the treatment foster parent or guardian (may also be referred to as "Agency Staff").

8. Criminal Records Check

The Oregon Records Check and the processes and procedures required by OAR 407-007-0000 through 407-007-0370.

9. Crisis

Either an actual or perceived urgent or emergent situation that occurs when an individual's stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the child/adolescent's mental or physical health or to prevent referral to a significantly higher level of care.

10. Cultural Competency

The process by which people and systems respond respectfully and effectively to people of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientations and other diversity factors in a manner that recognizes, affirms, and values the worth of individuals.

11. Day

A twenty-four (24) hour period of time, regardless of start and stop time.

12. Evidence-Informed

The design of a Treatment Foster and Respite Care program that is well informed and based on the best available research.

13. HIPAA

The federal Health Insurance Portability and Accountability Act of 1996 and the regulations published in Title 45, pars 160 and 164, of the code of Federal regulations (CFR).

14. ICTS Child or adolescent

A child or adolescent open with and actively receiving services by the ICTS Wrap Program..

15. Intensive Care Treatment Services (ICTS)

A specialized set of comprehensive in-home and community-based supports and mental health treatment services, including care for children that are developed by the ICTS Child & Family Team and delivered in the most integrated setting within the community.

16. Planned Respite Care Services

A preventive respite that serves to reduce the risks of hospitalization and/or out of community placement by providing limited reprieve from the triggers that may lead to a Mental Health acute event.

17. Qualified Mental Health Associate, as defined by Oregon Administrative Rule 309-019-0125.

Has a Bachelor's degree in a behavioral sciences field or a combination of at least three (3) year's work, education, training or experience in a behavioral sciences field AND demonstrates the ability to communicate effectively, understand mental health assessment, treatment and service terminology and to apply the concepts; implement skills development strategies; and identify, implement and coordinate the services and supports identified in a Service Plan.

18. Rehabilitation Services

Services provided in the child or adolescent's foster home and delivered on an individualized basis and designed to promote skill development. This service requires the use of treatment foster care in coordination with other mental health interventions to reduce symptoms associated with the child's mental or emotional disorder and to provide a structured, therapeutic environment. The services is intended to reduce the need for future services, increase the child's potential to remain in the community, restore the child's best possible functional level, and to allow the child to be maintained in the least restrictive setting.

19. Respite Care Program Administrator

RCS administrative staff whose responsibilities includes but is not limited to, TFC and RCS management and coordination, provider recruitment and training, and liaison to DCHS ICTS Wrap Program Supervisor and/or Program Manager and staff.

20. Planned Respite Care Service or Crisis Respite Care Services (RCS)

A temporary arrangement of twelve (12) hours up to a maximum of three (3) days, to allow the treatment foster parent(s) and other caregivers temporary relief to improve family stability and/or reduce the risk of abuse or neglect. RCS may be planned or offered during emergencies or times of crisis. Crisis RCS must be available on-call, twenty-four (24) hours a day, seven (7) days a week.

21. Service Note

The written record of services and supports provided, including documentation of progress toward intended outcomes, consistent with timelines stated in the Treatment Plan.

22. Treatment

The coordinated provision of services designed to produce a planned outcome in a child/adolescent's behavior, attitude or general condition. Treatment is based on a thorough assessment of factors contributing to the attitude, condition or behavior.

23. Treatment Foster Care (TFC)

A model of care in which a child/adolescent receives treatment in the foster home from the treatment foster parent and/or professional therapist of an identified program. TFC is the positive aspects of the nurturing and therapeutic family environment combined with active and structured treatment. TFC programs provide, in a clinically effective and cost effective way, individualized and intensive treatment for child/adolescents who would otherwise be placed in institutional settings.

24. Treatment Plan

An individualized plan for each child/adolescent developed by a treatment team that is goal-oriented and of a particular duration. Each plan will identify desired behavior changes and a time estimate for achieving the plan goals.

II. SCOPE OF SERVICES.

Contractor shall provide the following:

1. Three (3) bed capacity of Treatment Foster Care (TFC) (two (2) beds available/assigned to Deschutes County and one (1) bed available/assigned to Jefferson County).
2. Additional capacity for provision of Respite Care Services (RCS), as applicable to OAR 413-215-0366, designed to serve as alternative to hospitalization or other stabilization needs. Additional capacity does not refer to the respite required as part of TFC services.
3. Prioritize maintaining sufficient quantity of TFC and RCS providers who are bilingual (English/Spanish) to meet the needs of the Spanish speaking families participating in the DCHS ICTS Wrap Program.
4. Maintain organizational capacity and interdisciplinary treatment capability to deliver clinically and developmentally appropriate TFC and respite services in the medically appropriate amount, intensity and duration for each child/adolescent specific to the child/adolescent's diagnosis, level of functioning and the acuity and severity of the child/adolescent's psychiatric symptoms.
5. Maintain twenty-four (24) hour, seven (7) days per week RCS availability for Crisis RCS placement.
6. Submit for County approval, training curriculums and training plan of initial and ongoing training of TFC and RCS providers. Trainings should include but not be limited to: provision of TFC and RCS, skill sets for working with high-risk children/adolescents, and mandated abuse reporting, special incident reporting, crisis intervention, CPR/First aid, and HIPAA rules and regulations.
7. Maintain documentation and records which include but is not be limited to: daily Progress Notes and a Treatment Plan provided by the ICTS program of TFC and RCS services provided. Documentation shall comply with all relevant County contract and Oregon State rules and statues. Submission of daily progress notes to the County ICTS Wrap Program shall occur on a weekly basis. Payment for services rendered will not be made without document submission and County ICTS Wrap Program approval of documentation.
6. Receive, process and manage requests for TFC and RCS, including but not limited to:
 - Obtain Service Notes or Treatment Plan by County ICTS Wrap Program and follow the recommended Treatment Plan.
 - Follow-up with designated County ICTS Wrap Program Coordinator, via phone, e-mail, regarding the outcome of the placement or if any dangerous behaviors begin to occur.
 - Inform the designated County ICTS Wrap Program Coordinator and the legal guardian within twenty-four (24) hours of reportable incidents involving the child/adolescent.
 - Return request for information/phone calls within one (1) business days.
7. Conduct criminal background checks (pursuant to OAR 407-007-0200 to 407-007-0370) and child abuse history background checks prior to any Contractor staff providing services.
8. Receive referrals from County ICTS Wrap Program and/or County Crisis Team and place child/adolescents for for Planned RCS and/or Crisis RCS.
9. Obtain preauthorization from County ICTS Wrap Program for RCS.

10. Conduct an annual satisfaction survey for all referred foster care families to evaluate program effectiveness, use of services, TCF and RCS needs, and suggested improvements from foster care families and County ICTS Wrap Program.
11. TFC and RCS providers shall participate in County Wrap Program and County ICTS team meetings upon request. TFC and RCS providers will support implantation of the Treatment Plan and shall collaborate for Care Coordination.
12. RCS must be accessible twenty-four (24) hours per day, seven (7) days per week, via pager and/or cellular telephone for emergency placements through an on-call respite coordinator or designee. Planned RCS will be coordinated during County's regular business hours, Monday through Friday, 8am to 5pm.
13. Maintain linkages with primary care physicians, County ICTS Wrap Program and the child/adolescent's foster parent or guardian to coordinate necessary continuing care resources for the child/adolescent.
14. Maintain linkages with the applicable education service district or school district to coordinate and provide the necessary educational services for the child/adolescent and integrate education services in all phases of assessment, service and support planning, active treatment and transition planning.
15. Staffing of TFC/RCS must meet established requirements and be adequate to meet the clinical and safety needs of the children and adolescents. Must be adequate to allow for timely provision of support to children and adolescents in home, community, and school settings as necessary to respond to clinical/behavioral needs.
16. Contractor's services shall adhere to County Wrap Program model and will utilize evidence informed practices.

III. GENERAL REQUIREMENTS.

1. Respite Care Services (RCS) and/or Treatment Foster Care (TFC) must be family-centered and family-friendly.
2. RCS and TFC must be culturally responsive to the population served. All direct service positions are required to have the ability to speak, read and write in English.
3. Contractor understands and agrees that no minimum or maximum number of referrals is guaranteed, expressed or implied by County. Referrals may fluctuate in frequency and volume throughout the term of the Agreement.
4. Contractor understands and agrees that Planned or Crisis RCS may be authorized for up to a maximum of three (3) days. For requests of three (3) days or more the Respite Care Program Manager shall contact County ICTS Wrap Program Coordinator prior to the third day to request a case review by the County ICTS Wrap Program Manager/Supervisor.
5. Contractor or Contractor Staff may be required to appear and testify at Court hearings when subpoenaed.
6. Contractor's TFC and/or RCS provider must complete a Special Incident Report (SIR), in the event there is an incident of unusual, aggressive, or high-risk behavior by the child/adolescent, foster care parent, and/or provider.
 - ICTS Wrap Program Coordinator and County Crisis Team (if applicable) must be notified within twenty-four (24) hours by telephone when an incident occurs.
 - SIR must be completed and submitted to the County ICTS Wrap Program Coordinator and TFC and/or RCS Program Administrator within one (1) business day of the incident.
7. Crisis RCS requests must be accommodated with less than twenty-four (24) hour notice.

8. RCS provider will confirm arrangements with the requesting party within twenty-four (24) hours of the request. The requesting party will be responsible for transporting the child/adolescent to and from the Respite Care visit.
9. Throughout Agreement term, data regarding TFC and RCS activities and utilization shall be collected, monitored and reported to ensure full utilization and budgetary guidelines. Documentation regarding service delivery will comply with County required format and Oregon State rules and statutes.
10. Contractor shall provide services in accordance to OAR 413-200-0301 through OAR 413-200-0396, as applicable.

IV. PAYMENT PROVISIONS AND RATES.

- Planned Respite Foster Care: \$80 per day per child/adolescent served.**
Temporary care provided by trained, qualified personnel on a time-limited basis with the purpose of meeting family needs, providing stabilization for child/adolescent and provide respite for specialized foster homes. Service is delivered in a caregiver’s home. **Required Credentials:** State licensed Career Respite provider.
 - Crisis Respite Foster Care: \$150 per day per child/adolescent served.**
Emergency temporary care of three (3) days or less provided by trained, qualified personnel with the purpose of meeting family needs, providing stabilization for child/adolescent and provide respite for specialized foster homes. Service is delivered in a caregiver’s home. **Required Credentials:** State licensed Career Respite provider.
 - Treatment Foster Care.**
Contractor shall invoice Division of Medical Assistance Programs (DMAP) in accordance with procedures and forms prescribed by DMAP for Treatment Foster Care (TFC). Payment for TFC shall be DMAP’s responsibility and not County’s responsibility. Payment shall not be expected from County for TFC billed to DMAP. Validity of claims for payment submitted to DMAP shall be the sole responsibility of the Contractor.
1. Respite Care Services (RCS) must be preauthorized by and coordinated with County ICTS Wrap Program Coordinator and/or County Crisis team member in order to qualify for reimbursement.
 2. Contractor shall invoice County for RCS rendered within thirty (30) calendar days of service completion.
 3. Contractor must submit monthly invoices and supporting documentation, using County approved forms (**Exhibit 1**) to County ICTS Wrap Program Coordinator for reimbursement. Supporting documentation must be approved by County ICTS Program Manager in order for invoices to be approved for reimbursement. If County ICTS Program Manager does not approve supporting documentation, they will notify Contractor of the need to submit complete and compliant documentation. Reimbursement may be made for supplemental or corrected invoices only if such invoices are received by County within sixty (60) days of the end of the month in which services invoiced were provided. County is not required to make payment for services billed on invoices which are not timely submitted as required by this Agreement.
 4. Contractor will develop and maintain a comprehensive record keeping system to monitor monthly reimbursement for TFC and RCS. Contractor will maintain a confidential database history of TFC and RCS provided to children/adolescents. Upon contract termination, or notice thereof, Contractor shall relinquish all requested information to County ICTS Wrap Program Coordinator.
 5. County has the authority to stop payments if there are questionable billing practices, until the question can be resolved.
 6. **The maximum compensation.**
 - A. The estimated annual maximum compensation for TFC is \$91,717. The anticipated allocation for this service is approximate and may be increased or decreased. “Room and Board” associated costs are addressed through DHS Child Welfare.

- B. The estimated annual maximum compensation County will pay Contractor for RCS is \$50,000. The anticipated allocation for this service is approximate and may be increased or decreased.
- C. All funds awarded to Contractor under this Agreement are subject to County and/or OHA monitoring and adjustment. Adjustments made to this Agreement shall be by written amendment, signed by both parties and executed.

V. CONTRACTOR CERTIFICATION, LICENSURE AND INSURANCE.

- 1. Contractor shall obtain and maintain appropriate licenses, state certifications and/or staffing and training as applicable to OAR 413-200-0379, OAR 413-200-0390, 413-215-0001 through OAR 413-215-0131 and OAR 413-215-0301 through OAR 413-215-0396, throughout the term of this Agreement. Copies of licensure and certification, and renewals of such licensure and certification must be provided to County.
- 2. In the event that a statutorily required operating license, certification or letter of approval is not extended or is suspended, County's obligation to provide reimbursement for services or program expenses hereunder will cease on the date of termination of this Agreement (whether in whole or in part) or the date of expiration or suspension of the license, certification or letter of approval, whichever date is earlier.
- 3. Prior to the effective date of this Agreement, Contractor shall obtain, at Contractor's expense, and maintain in effect all insurance requirements as specified in **Exhibit 2**.

VI. REGULATIONS AND DUTIES.

Contractor shall comply with all applicable provisions of the Financial Assistance Contract, dated July 1, 2013, Contract #141408, the agreement between the Oregon Health Authority ("OHA") and Deschutes County, including applicable Service Descriptions attached thereto, as the same may be amended, replaced and/or renewed from time to time. Contractor agrees to comply with the rules and regulations of County, applicable provisions in the Financial Assistance Contract or Contract between County and OHA, incorporated herein by reference, as of the effective date of such regulations, applicable provisions of the Administrative Rules and Procedures of the Department, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to Contractor's performance of services under this Agreement. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Agreement, County determines to be within the scope of this Agreement and is to be performed by Contractor, Contractor shall perform on behalf of County. No federal funds may be used to provide services in violation of 42 USC 14402.

VII. REPORTING.

- 1. Contractor agrees to prepare and furnish reports and data as may be required by the OHA, through the Contract, including but not limited, to financial reports documenting all expenditures of funds under this Agreement in accordance with generally accepted accounting rules and procedures, records of individuals which contain individual's identification, problem assessment, treatment (including any training and/or care plan), appropriate medical information, and progress notes, including a service termination summary and current assessment or evaluation instrument as designated in the administrative rules. Contractor agrees to, and does hereby grant County and the OHA the right to reproduce, use and disclose for County or OHA purposes, all or any part of the reports, data, and technical information furnished to County under this Agreement. Contractor shall make available to County, OHA and any individual participant of Contractor any and all written materials in alternate formats in compliance with OHA's policies or administrative rules. For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Agreement.
- 2. Access to Records and Facilities. OHA, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Agreement, the financial assistance provided hereunder, or any service for the purpose of making audits, examinations, excerpts, copies and transcriptions. Contractor shall permit, authorized representatives of Department to perform site review of Facility and all services delivered by Contractor.

3. Financial Audit. Contractor shall provide a copy of its financial review or financial audit conducted by a certified public accountant within ninety (90) days following the end of each fiscal year.

VIII. NOTICES.

Contractor shall submit reports, notices and invoices in writing and may be given by personal delivery or by mail. Reports, notices, invoices, and payments sent by mail should be addressed as follows:

Contractor:	Accounts Payable:	Notices & Contracts:
	Deschutes County Health Services	Deschutes County Health Services
	2577 NE Courtney Drive	2577 NE Courtney Drive
	Bend, OR 97701	Bend, OR 97701
	Attn: Loretta Gertsch	Attn: Nancy Mooney
	Phone: 541-322-7510	Phone: 541-322-7516
	Fax: 541-322-7565	Fax: 541-322-7565

IX. CONFIDENTIALITY.

Contractor shall maintain confidentiality of information obtained pursuant to this Agreement as follows:

1. Contractor shall not use, release or disclose any information concerning any employee, individual, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Agreement except upon written consent of the County, and if applicable, the employee, individual, applicant or person.
2. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
3. Contractor shall treat all information as to personal facts and circumstances obtained on eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Agreement.
4. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
5. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
6. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
7. This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
8. If Contractor receives or transmits protected health information, Contractor shall enter into a Confidentiality with County, which, if attached hereto (**Exhibit 3**), shall become a part of this Agreement.

X. COUNTY MONITORING AND SITE VISITS.

Contractor agrees that services provided under this Agreement by Contractor, facility used in conjunction with such services, records of individuals, Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor, that pertain, or may pertain, to services under this Agreement, shall be open for inspection by County, or its agents, at any reasonable time during business hours. Contractor agrees to retain such records and documents for a period of seven (7) years, or such longer period as may be prescribed for such records and documents by the State of Oregon Archivist or until the conclusion of any dispute or proceeding related to the services under this Agreement or involving the records of Contractor, whichever is longer. Contractor shall permit County and Department to make site visits upon reasonable notice to monitor the delivery of services under this Agreement.

XI. RECOVERY OF FUNDS.

1. Expenditures of Contractor may be charged to this Agreement only if they: (1) are in payment for services performed under this Agreement; (2) conform to applicable State and Federal regulations and statutes; (3) are in payment of an obligation incurred during the period of this Agreement; and (4) when added to other compensation pursuant to this Agreement are not in excess of 100% of the maximum amount detailed in Section "IV. PAYMENTS AND PROVISIONS", of this Agreement.
2. If Contractor fails to provide an acceptable audit performed by a certified public accountant for federal funds received under this Agreement, or if federal authorities demand the repayment of federal funds received under this Agreement, County may recover all federal funds paid under this Agreement, unless a smaller amount is disallowed or demanded. If OHA disallows or requests repayment for any funds paid under this Agreement due to Contractors' acts or omissions, Contractor shall make payment to the County of the amount disallowed or requested.
3. In the event that the OHA determines that County is responsible for the repayment of any funds owed to OHA by Contractor, Contractor agrees to make such payment within ten (10) days of notification by County or OHA of said determination by the OHA.

XII. RECOVERY OF FUNDS.

1. Fees and third-party reimbursements, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department, for services rendered by Contractor, and interest earned on such funds in the possession of Contractor, shall be retained by Contractor provided that such amounts are received on account a service described in this Agreement and complies with the standards of OHA.
2. Any funds spent by Contractor for purposes not authorized by this Agreement shall either be paid directly by the Contractor to the County or, if not so paid, at the discretion of County, shall be applied to future payments from County to the Contractor. Payments by County in excess of authorized amounts that have not been repaid by the Contractor within thirty (30) days after the Agreement's expiration or after notification by the County, whichever date is earlier, shall be deducted from future payments from County to the Contractor or may justify termination of the Agreement.

XIII. TERMINATION.

1. All or part of this Agreement may be terminated by mutual consent of both parties or by either party at any time for convenience upon thirty (30) days' notice in writing to the other party.
2. The County may also terminate all or part of this Agreement for any of the causes specified below:
 - A. With thirty (30) days written notice, if funding to the County from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. The County will give more notice whenever possible.
 - B. With sixty (60) days written notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for purchase under this Agreement.
 - C. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, or certificate required by law or regulation to be held by the Contractor to provide a service element under this Agreement.
 - D. With thirty (30) days written notice, if Contractor fails to provide services, or fails to meet any performance standard as specified by the County in this Agreement (or subsequent modifications to this Agreement) within the time specified herein, or any extensions thereof.
 - E. Upon written or oral notice, if County has evidence that the Contractor has endangered or is endangering the health and safety of individuals, residents, staff, or the public.

- F. Failure of the Contractor to comply with the provisions of this Agreement or any applicable Federal, State and local laws and rules which may be cause for termination of this Agreement. The circumstances under which this Agreement may be terminated by either party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
 - 1. Acts or omissions that jeopardize the health, safety, or security of individuals.
 - 2. Misuse of funds.
 - 3. Intentional falsification of records.
 - G. In the case a failure to perform jeopardizes the safety and security of any child/adolescent covered under this Agreement, the Contractor, the County and the OHA shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such investigation shall be completed in accordance with OHA procedures and the Agreement.
3. Contractor may also terminate all or part of this Agreement with (30) days written notice if the funding is not paid to Contractor as outlined in **Section IV, Paragraph 3.**
 4. Contractor shall not make expenditures, enter into contracts, or encumber funds in its possession that belong to the County, after notice of termination or termination as set out above, without prior written approval from County.

XIV. TERMINATION.

1. Contractor is engaged hereby as an independent contractor, as defined in ORS 670.600 and will be so deemed for purposes of the following:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. For goods and services to be provided under this Agreement, Contractor agrees to:
 1. perform the work in a good, workmanlike, and timely manner;
 2. comply with all applicable legal requirements;
 3. take all precautions necessary to protect the safety of all persons at or near facilities, including employees and patients of Contractor and County;
 4. take full responsibility for wages and entitlements of Contractor's employees assigned to or furnishing services at facilities.
 - C. It is agreed by and between the parties that Contractor is not carrying out a function on behalf of the County, OHA or State of Oregon, and County, OHA and State of Oregon do not have the right of direction or control of the manner in which Contractor delivers services under this Agreement or exercise any control over the activities of the Contractor. Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265.
 - D. County is not, by virtue of this Agreement, a partner or joint venturer with Contractor in connection with activities carried on under this Agreement, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
 - E. The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement.

XV. CONTRACTOR AND SUBCONTRACTORS.

Contractor agrees to make all provisions of this Agreement with the County applicable to any subcontractor performing work under this Agreement. Contractors who perform the work without the assistance of labor or any employee, as determined under ORS Chapter 656 and rules adopted pursuant thereto, need not obtain Workers Compensation coverage. Contractor shall not assign this Agreement without the prior written consent of County.

XVI. CONSTRAINTS.

1. The Provisions of ORS 279B.220, 279B.230, and 279B.235, are by this reference incorporated and made a part of this Agreement.
2. Contractor shall pay employees for overtime work performed under this Agreement in accordance and otherwise comply with applicable provisions of ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 ("FLSA") (29 U.S.C 201 et. seq.).
3. 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 therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
4. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Chapter 60, Contractor agrees to comply with (i) all provisions of Executive Order No. 11246, as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965 as supplemented in Department of Labor regulations (41 CFR Part 60), (ii) Titles VI and VII of the Civil Rights Act of 1964 as amended, (iii) Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance" (iv) the Age Discrimination in Employment Act of 1974, as amended, and the Age Discrimination Act of 1975, as amended (v) the Vietnam Era Veterans' Readjustment Assistance Act of 1975, (vi) all applicable rules regulations and order of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapters 659 and 659A (vii) Title II of the Americans with Disabilities Act of 1990 as amended (42 USC 12131 et. Seq.), ORS 30.670 to 30.685, 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 services delivered under the Agreement (viii) all regulations and administrative rules established pursuant to the foregoing laws, (ix) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (x) all federal laws governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.
5. If the limitation amount specified in this Agreement for Title XIX Clinic Services exceeds \$100,000, Contractor shall provide the State of Oregon with written assurance that Contractor will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) including but not limited to Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) 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 the Department, HHS and the appropriate Regional Office of the Environmental Protection Agency.
6. Contractor shall comply with Federal rules and statutes pertaining to the Addictions and Mental Health (AMH) and Social Security (formerly Title XX) Block Grant(s); including the Public Health Services Act, especially sections 1914 (b)(1-5), 1915 (c)(12), 1916 (b)(2) and Public Law 97-35.
7. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that she/he is authorized to act on behalf of Contractor.
8. The provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference.

XVII. HOLD HARMLESS.

To the fullest extent authorized by law Contractor shall indemnify, save and hold harmless and defend the State of Oregon, Human Services Department, the County, and their departments officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses, of any nature whatsoever, resulting from, arising out of or relating to the operations of Contractor, including, but not limited to the activities of Contractor, its officers, employees, subcontractors and agents under this Agreement. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and within the applicable limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

XVIII. SETTLEMENT OF DISPUTES.

Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary.

XIX. RENEWAL.

This Agreement may be renewed, subject to the following conditions: (1) renewal will be based on the County Annual Implementation Plan approved by the Department, and (2) renewal is subject to the availability of funding.

XX. ADDITIONAL FEDERAL LAW COMPLIANCE REQUIREMENTS.

1. Contractor shall comply with all applicable federal, state and local laws, administrative rules, ordinances and regulations and shall not knowingly and willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.
2. To the extent Contractor provides any service whose costs are paid in whole or in part by Medicaid, Contractor shall comply with the federal and state Medicaid statutes and regulations applicable to the service, including but not limited to:
 1. Keep such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information to the Department, the Medicaid fraud section of the Oregon Department of Justice and the Secretary of Health and Human Services;
 2. Comply with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;
 3. Comply with any applicable advance directive requirements specified in 42 CFR Section 431.107(b)(4); and
 4. Comply with the certification requirements of 42 CFR Sections 455.18 and 455.19.
3. Contractor, or any person, firm or corporation acting on behalf of Contractor, certifies that no funds paid under this Agreement will be used to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any 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.

XXI. ATTORNEY FEES.

In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Agreement, or for any controversy arising out of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

XXII. ENTIRE AGREEMENT

This Agreement and its Exhibits which are incorporated into this Agreement herein, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, contracts, or representations, oral or written, not specified herein regarding this Agreement.

EXHIBIT 1
COUNTY APPROVED FORM & INVOICE TEMPLATE

Residential House
Wraparound Provider's Service Note

RESERVED

INVOICE

Office of

ADDRESS:

DATE:

To **Deschutes County Health Services**

2577 NE Courtney Drive
Bend, OR 97701

Agreement No.

<i>SERVICE PROVIDED</i>	<i>EXPENSES</i>	<i>SUMMARY OF SERVICE</i>	<i>SUMMARY OF OUTCOME</i>

Use second sheet if necessary for Service and Outcome Summary

Billing Period:

BALANCE DUE: \$

Thank you for your prompt attention to this matter

**EXHIBIT 2
 DESCHUTES COUNTY SERVICES AGREEMENT
 Contract No. 2015-
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. . In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input checked="" type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$4,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input checked="" type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$4,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name **State of Oregon, Oregon Health Authority, Deschutes County, their officers, agents, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

\$500,000

\$1,000,000

\$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date

EXHIBIT 3
DESCHUTES COUNTY SERVICES AGREEMENT
Contract No. 2015-

1. INTRODUCTION

This Confidentiality Agreement (the "Agreement") is entered into as of _____, 2014 by and between _____ Inc. ("Contractor") and Deschutes County ("County").

WHEREAS, in connection with the performance of the Services, Contractor may receive from the County or otherwise have access to certain information that is required to be kept confidential in accordance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA"); and

WHEREAS, as a part of the American Recovery and Reinvestment Act, the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") was signed into law, imposing certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI), including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, the HITECH Act requires that certain of its provisions be included in Contractor Agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as Contractors;

Therefore, in consideration of the foregoing premises and the mutual covenants and conditions set forth below and in the agreement between Contractor and County for Contractor's provision of services, intending to be legally bound, agree as follows.

2. DEFINITIONS

- 2.1 "*Disclosure*" means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Contractor's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.
- 2.2 "*Electronic Protected Health Information*" or "*EPHI*" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- 2.3 "*Protected Health Information*" or "*PHI*" means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.

- 2.4 “Secretary” means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
- 2.5 “Services” means _____.
- 2.6 “Use” (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Contractor’s organization.

3. AGREEMENT

Contractor shall:

- 3.1 not use PHI except as necessary to provide the Services.
- 3.2 not disclose PHI to any third party without County’s prior written consent.
- 3.3 not use or disclose PHI except as required by law.
- 3.4 implement appropriate safeguards to prevent unauthorized use or disclosure of PHI.
- 3.5 comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.
- 3.6 mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.
- 3.7 promptly report to County any use or disclosure of PHI not permitted by this Agreement of which Contractor becomes aware.
- 3.8 make its internal practices, books, and records (including the pertinent provisions of this Agreement) relating to the use and disclosure of PHI, available to the Secretary for the purposes of determining County’s compliance with HIPAA.
- 3.9 return to County, or destroy, any PHI of County still in Contractor’s possession upon conclusion or termination of the Services.
- 3.10 ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to security and privacy of such information.
- 3.11 make PHI available to County as necessary to satisfy County’s obligation with respect to individuals’ requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
- 3.12 make any amendment(s) to PHI in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County’s obligations under 45 CFR 164.526.
- 3.13 to the extent the Contractor is to carry out one or more of County’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s).
- 3.14 If Contractor (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect Contractor’s books and records relating to the use and disclosure of PHI, Contractor, to the extent it is not legally prohibited

from so doing, shall promptly notify County and cooperate with County in connection with any reasonable and appropriate action County deems necessary with respect to such PHI.

- 3.15 If any part of Contractor's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:
- A. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of County, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
 - B. report to County any security incident relating to the EPHI that Contractor maintains for County.

4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- 4.1 Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a HIPAA Breach. Contractor will, following the discovery of a HIPAA Breach, notify County immediately and in no event later than seven business days after Contractor discovers such HIPAA Breach, unless Contractor is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- 4.2 For purposes of reporting a HIPAA Breach to County, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Contractor or, by exercising reasonable diligence, would have been known to the Contractor. Contractor will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Contractor. No later than seven business days following a HIPAA Breach, Contractor shall provide County with sufficient information to permit County to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- 4.3 Specifically, if the following information is known to (or can be reasonably obtained by) Contractor, Contractor will provide County with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Contractor has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that Contractor may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, Contractor will have a continuing duty to inform County of new information learned by Contractor regarding the HIPAA Breach, including but not limited to the information described herein.
- 4.4 Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Contractor believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information.
- 4.5 Breach Indemnification. Contractor shall indemnify, defend and hold County harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, "Information Disclosure Claims") arising directly from (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information. Contractor will assume the defense of any Information Disclosure Claim; County may participate, at its expense, in the defense

of such Information Disclosure Claim. Contractor shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of County.

5. OTHER PROVISIONS

- 5.1 A breach under this Agreement shall be deemed to be a material default in Contractor's agreement with Deschutes County to provide Services.
- 5.2 Contractor authorizes termination of this Agreement by County if County determines Contractor has violated a material term of this Agreement.
- 5.3 Upon conclusion or termination of the Services, Contractor shall promptly return or destroy all PHI that Contractor maintains in any form and retain no copies of such information. If the return or destruction of such PHI is not feasible, the obligations under this Agreement shall continue in effect for so long as Contractor retains such information, and any further use or disclosure of such PHI shall be limited to those purposes that make the return or destruction of the PHI infeasible.
- 5.4 To the extent there are any inconsistencies between this Agreement and the terms of any other agreement, either written or oral, between County and Contractor, the terms of this Agreement shall prevail.

SAMPLE

Exhibit 4
DESCHUTES COUNTY SERVICES AGREEMENT
Contract No. 2015-
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

- 1. Miscellaneous Federal Provisions.** Contractor shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Contract, the Contractor certifies under penalty of perjury that the following statements are true to the best of the Contractor's knowledge and belief that:

 - A. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - D. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - E. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature or legislative body, except in presentation to the 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, except in presentation to the executive branch of any State or local government itself.
 - F. No part of any federal funds paid to Contractor under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - G. The prohibitions in subsections (b) and (c) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - H. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. HIPAA Compliance.** Contractor is a Covered Entity with respect to its healthcare components as described in OAR 943-014-0015 for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and OAR 125-055-0100 through OAR 125-055-0130. Contractor must comply with HIPAA to the extent that any Services or obligations of Contractor arising under this Contract are covered by HIPAA. County shall determine if County will have access to, or create and protect health information in the performance of any Service or any other obligations under this Contract. To the extent that Contractor will have access to, or create any protected health information to perform functions, activities, or Services for, or on behalf of a healthcare component of OHA in the performance of any Service required by this Contract, County shall comply and Contractor shall comply with OAR 125-055-0100 through OAR 125-055-0130 and the following:

- A. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of Services to clients which are funded in whole or in part under this Contract. To the extent that Contractor is performing functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of Services required by this Contract, Contractor shall not use or disclose any Individual Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 943-014-0000 et. seq., or OHA Notice of Privacy Practices. A copy of the most recent OHA Notice of Privacy Practices may be obtained by contacting OHA or by looking up form number 2090 on the OHA web site at <https://apps.state.or.us/cf1/FORMS/>.
- B. Data Transactions Systems. If County and Contractor intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County and Contractor shall execute an EDI Trading Partner Agreement and shall comply with OHA EDI Rules.
- C. Consultation and Testing. If County or Contractor reasonably believes that the County's or Contractor's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County or Contractor shall promptly consult the OHA Information Security Office. County or Contractor may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- 7. Resource Conservation and Recovery.** Contractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 8. Audits.**
- A. Contractor shall comply with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- B. Contractor shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds. Including, but not limited to, OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
- 9. Debarment and Suspension.** County shall not permit any person or entity to be a contractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Contractors 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.
- 10. Drug-Free Workplace.** Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, 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 Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) 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, Contractor nor any of County's or Contractor's employees, officers, agents may provide any service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or Contractor's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the County or Contractor, County or Contractor'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 Contract.

11. **Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** To the extent Contractor provides any service whose costs are paid in whole or in part by Medicaid, Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - A. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396 a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - B. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - C. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - D. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - E. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, 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).
13. **ADA.** Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

14. Agency-Based Voter Registration. If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

15. Disclosure.

- A. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any contractor 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 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; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- B. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- C. 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) from the provider, fiscal agent or managed care entity.

16. Special Federal Requirements Applicable to Addiction Services.

- A. Women's Services. If Contractor provides A&D 61 or A&D 62 Services, Contractor must:
 - (1) Treat the family as a unit and admit both women and their children if appropriate.
 - (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care.
 - (d) Therapeutic interventions for children in custody of women in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women and their children have access to the services in (a) through (d) above.
- B. Pregnant Women. If Contractor provides any A&D Services other than A&D 70 Services, Contractor must:
 - (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such services;
 - (2) Perform outreach to inform pregnant women of the availability of treatment services targeted to them and the fact that pregnant women receive preference in admission to these programs;
 - (3) If Contractor has insufficient capacity to provide treatment services to a pregnant woman, refer the women to another provider with capacity or if no available treatment capacity can be located, refer the women to OHA's Addictions and Mental Health Division for referral to another provider in the

state. If capacity cannot be located, AMH will make available interim services within 48 hours, including a referral for prenatal care.

- C. Intravenous Drug Abusers. If Contractor provides any A&D Services other than A&D 70 Services, Contractor must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit individuals to the program, must provide notification of that fact to the State within seven days.
 - (3) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the individual to another provider with treatment capacity, admit the individual to treatment not later than:
 - (a) 14 days after the request for admission to Contractor is made; or
 - (b) 120 days after the date of such request if no provider has the capacity to admit the individual on the date of such request and, if interim services are made available not less than 48 hours after such request.
 - (4) For the purposes of (3) above, "Interim Services" means:
 - (a) Services for reducing the adverse health effects of such abuse, for promoting the health of the individual, and for reducing the risk of transmission of disease, including counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - (b) Referral for HIV or TB treatment services, where necessary; and
 - (c) Referral for prenatal care if appropriate, until the individual is admitted to a provider's services.
 - (d) If Contractor treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, Contractor shall carry out outreach activities to encourage individual intravenous drug abusers in need of such treatment to undergo treatment, and shall document such activities.
- D. Infectious Diseases. If Contractor provides any A&D Services other than A&D 70 Services, Contractor must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every individual seeking Services from County; and
 - (2) Routinely make tuberculosis services available to each individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Contractor denies individual admission on the basis of lack of capacity, refer the individual to another provider of tuberculosis Services.
 - (3) For the purposes of (2) above, "tuberculosis services" means:
 - (a) Counseling the individual with respect to tuberculosis;
 - (b) Testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and
 - (c) Appropriate treatment services.
- E. OHA Referrals. If Contractor provides any A&D Services other than A&D 70 services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in A&D service delivery to persons referred by OHA.
- F. Barriers to Treatment. Where there is a barrier to delivery of an A&D Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:
- (1) Providing, if needed, hearing impaired or foreign language interpreters.

- (2) Providing translation of written materials to appropriate language or method of communication.
- (3) Providing devices that assist in minimizing the impact of the barrier.
- (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.

- G. Misrepresentation. Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made of OHA.
- H. Oregon Residency. A&D Services funded through this Contract may only be provided to residents of Oregon. Residents of Oregon are individuals who live in Oregon. There is no minimum amount of time an individual must live in Oregon to qualify as a resident so long as the individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- I. Tobacco Use. If Contractor has A&D Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered on the grounds of such facilities.
- J. Client Authorization. Contractor must comply with 42 CFR Part 2 when delivering an Addiction Service that includes disclosure of Client information for purposes of eligibility determination. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Service to that individual.

17. Community Mental Health Block Grant. All funds, if any, awarded under this Contract for MHS 20, MHS 22, MHS 37 or MHS 38 Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 et. seq., and Contractor shall comply with those restrictions.

18. Substance Abuse Prevention and Treatment. To the extent Contractor provides any Service whose costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66). Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2.

Exhibit 7
DESCHUTES COUNTY SERVICES AGREEMENT
Contract No. 2015-

REQUIRED PROVIDER CONTRACT PROVISIONS

Oregon Health Authority Exhibit I of 2013-2015 Intergovernmental Agreement

- 1. Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of services as described in Exhibit 1 of this Contract (“Services”), subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - A. Contractor may not expend on the delivery of Services any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.
 - B. If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
 - C. If this Contract requires Contractor to deliver alcohol, drug abuse and addiction services, Contractor may not use the funds paid to Contractor under this Contract for such services:
 - (1) To provide inpatient hospital services;
 - (2) To make cash payments to intended recipients of health services;
 - (3) To purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4) To satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
 - (5) With respect to federal Substance Abuse Prevention and Treatment Block Grant moneys only, to purchase services from any person or entity other than a public or non-profit entity; or
 - (6) To carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)).
 - D. Contractor may expend funds paid to Contractor under this Contract only in accordance with federal OMB Circular A-87 as that circular is applicable on allowable costs.

- 2. Records Maintenance, Access and Confidentiality.**
 - A. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State’s Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.
 - B. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.
 - C. **Expenditure Records.** Contractor shall document the expenditure of all funds paid to Contractor under this Contract. Unless applicable federal law requires Contractor to utilize a different Accounting system, Contractor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Contractor under this Contract were expended.
 - D. **Client Records.** Unless otherwise specified in this Contract, Contractor shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training and/or care plan;
 - (4) Medical information when appropriate; and

- (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Contractor shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract.

- E. **Safeguarding of Client Information.** Contractor shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

F. **Data Reporting.**

All individuals receiving services with funds provided under this Contract must enroll and maintain that client's record in either:

- (1) The Client Processing Monitoring System (CPMS) as specific in OHA's CPMS manual located at: <http://www.oregon.gov/OHA/amh/training/cpms/index.shtml>, as it may be revised from time to time; or
- (2) The Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at: <http://www.oregon.gov/oha/amh/pages/compass/electronic-data-capture.aspx>, as may be revised from time to time.

Over the next two years AMH will be closing the CPMS system and replacing it with the MOTS system. Providers will be notified of the change.

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

- A. Make available to an Individual, without charge to the Individual, upon the Individual's, the County's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's administrative rules or by the Oregon Health Authority's written policies made available to Contractor.
- B. Make available to an Individual, without charge to the Individual, upon the Individual's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by Contractor.
- C. Make available to an Individual, without charge to the Individual, upon the Individual's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by Contractor.
- D. Make available to an Individual with hearing impairments, without charge to the Individual, upon the Individual's, County's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services. For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the services and all subcontractor contracts related to this Contract.

4. **Reporting Requirements.** Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:

- A. Individual, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.

All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosures described in Exhibit 6, Required Federal Terms and Conditions, Section 15, Disclosure.

5. **Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the

foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:

- A. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
 - B. all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs;
 - C. all state laws requiring reporting of abuse of an Individual; (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H to the certain 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between County and the Oregon Health Authority dated as of July 1, 2013, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.
6. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
 7. To the fullest extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.
 8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
 9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
 10. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as specified in Exhibit 2 of this Contract.
 11. Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims.
 12. Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.