



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, FEBRUARY 23, 2022

Barnes Sawyer Rooms - Deschutes Services Bldg - 1300 NW Wall St - Bend

(541) 388-6570 | www.deschutes.org

AGENDA

MEETING FORMAT: The Oregon legislature passed House Bill (HB) 2560, which requires that public meetings be accessible remotely, effective on January 1, 2022, with the exception of executive sessions. Public bodies must provide the public an opportunity to access and attend public meetings by phone, video, or other virtual means. Additionally, when in-person testimony, either oral or written is allowed at the meeting, then testimony must also be allowed electronically via, phone, video, email, or other electronic/virtual means.

Attendance/Participation options are described above. Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at www.deschutes.org/meetings

Citizen Input: Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: citizeninput@deschutes.org or by leaving a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the Citizen Input meeting record for topics that are not included on the Wednesday agenda.

Zoom Meeting Information: Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

For Public Hearings, the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <https://www.deschutes.org/bcc/page/public-hearing-notices>.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT: Citizen Input may be provided as comment on any topic that is not on the agenda.

***Note:** In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by noon on Tuesday in order to be included in the meeting record.*

CONSENT AGENDA

1. Consideration of Resolution No. 2022-014, Increasing Transfers Out from the Community Justice Juvenile fund within the 2021-2022 Deschutes County Budget.
2. Consideration of Resolution No. 2022-016 Extending 0.9 Limited Duration FTE within the District Attorney's Office.
3. Approval of Minutes of the January 20 2022 BOCC Retreat
4. Approval of Minutes of the February 2 2022 BOCC Meeting
5. Approval of Minutes of the February 9 2022 BOCC Meeting

ACTION ITEMS

6. **9:05 AM PUBLIC HEARING** - Consideration of Order No 2022-005, Surrendering Jurisdiction of Portions of NW Pershall Way, NW 10th Street, and SW Helmholtz Way to the City of Redmond
7. **9:25 AM** Request approval to apply for Oregon Health Authority Mental Health block grant funds.
8. **9:35 AM** Consideration of Board approval and signature of Telecare Mental Health Service of Oregon, Inc., Document Number 2022-017.
9. **9:45 AM** Consideration of Board Signature of Premise Health Agreement, Document No. 2022-057 for DOC Health Center
10. **10:00 AM** Consideration of Board Signature of Premise Health Service Agreements, Document No. 2022-058 for DOC Pharmacy
11. **10:15 AM** Board consideration of whether to hear an appeal of a Hearings Officer Decision regarding Forest Zone Template Dwelling
12. **10:30 AM** Department Performance Measure Updates for Q2

13. **11:00 AM** Discussion and review of Draft FY 2023 County Goals and Objectives

OTHER ITEMS

These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.

EXECUTIVE SESSION

At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.

Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.

- 14. Executive Session under ORS 192.660 (2) (d) Labor Negotiations
- 15. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations

ADJOURN



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call (541) 617-4747.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 2/23/2022

SUBJECT: Consideration of Resolution No. 2022-014, Increasing Transfers Out from the Community Justice Juvenile fund within the 2021-2022 Deschutes County Budget.

RECOMMENDED MOTION:

Move Approval of Resolution No. 2022-014, Increasing Transfers Out from the Community Justice Juvenile fund within the 2021-2022 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

The Community Justice Juvenile fund vehicle replacement transfer out was adopted with the incorrect amount of \$55,000. The vehicle replacement transfer in from the Community Justice Juvenile fund was approved for \$81,101. Approval of this resolution will balance the transfers between the two funds.

BUDGET IMPACTS:

The Community Justice Juvenile fund personnel budget is projected to be underspent in the current fiscal year. This budget adjustment will reduce personnel expenditures and increase the transfer out expenditure by \$26,010 in the Community Justice fund to balance transfers with the Vehicle Replacement fund.

ATTENDANCE:

Betsy Tucker, Senior Budget Analyst

Section 2. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations.

DATED this _____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 02/23/2022

SUBJECT: Consideration of Resolution No. 2022-016 Extending 0.9 Limited Duration FTE within the District Attorney's Office.

RECOMMENDED MOTION:

Move Approval of Resolution No. 2022-016 Extending 0.9 Limited Duration FTE within the District Attorney's Office.

BACKGROUND AND POLICY IMPLICATIONS:

On November 3, 2021, the District Attorney's Office presented to the Board of County Commissioners with regards to approval of the Department of Justice Improving Criminal Justice Responses to Domestic Violence Grant and extending 0.9 limited duration Domestic Violence Investigator FTE through September 30, 2024.

BUDGET IMPACTS:

This FTE extension is covered through savings for the current Fiscal Year.

ATTENDANCE:

Daniel Emerson, Budget Manager, Finance

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Extending *
FTE within the 2021-2022 * RESOLUTION NO. 2022-016
Deschutes County Budget *

WHEREAS, the District Attorney’s Office presented to the Board of County Commissioners on 11/03/2021, with regards to accepting the Department of Justice Improving Criminal Justice Responses to Domestic Violence Grant and extending 0.9 limited duration Domestic Violence Investigator FTE, and

WHEREAS, Deschutes County Policy HR-1 requires that a creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following FTE be added:

Job Class	Type	Duration if Limited Duration	FTE
Domestic Violence Investigator	Limited Duration	4/1/2022-9/30/2024	0.90
Total FTE			0.90

Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this _____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, February 23, 2022

SUBJECT: PUBLIC HEARING - Consideration of Order No 2022-005, Surrendering Jurisdiction of Portions of NW Pershall Way, NW 10th Street, and SW Helmholtz Way to the City of Redmond

RECOMMENDED MOTION: Move approval of Order No. 2022-005.

BACKGROUND AND POLICY IMPLICATIONS: With City of Redmond Resolution No. 2021-36, the City of Redmond has requested jurisdiction of portions of NW Pershall Way, NW 10th Street, and SW Helmholtz Way. Upon a public hearing for the matter, the Board of County Commissioners will consider adoption of Order No. 2022-005, which will surrender jurisdiction of the subject road segments to the City of Redmond.

BUDGET IMPACTS: Jurisdictional transfer of the subject road segments will remove approximately 0.26 mile of road from the County road inventory. This will result in a very minimal reduction to the Department's operation and maintenance expenditures.

ATTENDANCE: Cody Smith, County Engineer

JURISDICTIONAL TRANSFER TO CITY OF REDMOND

PORTIONS OF NW PERSHALL WAY, NW 10TH ST, AND SW HELMHOLTZ WAY

PUBLIC HEARING – BOARD OF COUNTY COMMISSIONERS MEETING
WEDNESDAY, FEBRUARY 23, 2022



ROAD
DEPARTMENT

AGENDA

- Background Information
- Road Department Recommendation
- Public Hearing
- Consideration of Order No. 2022-005

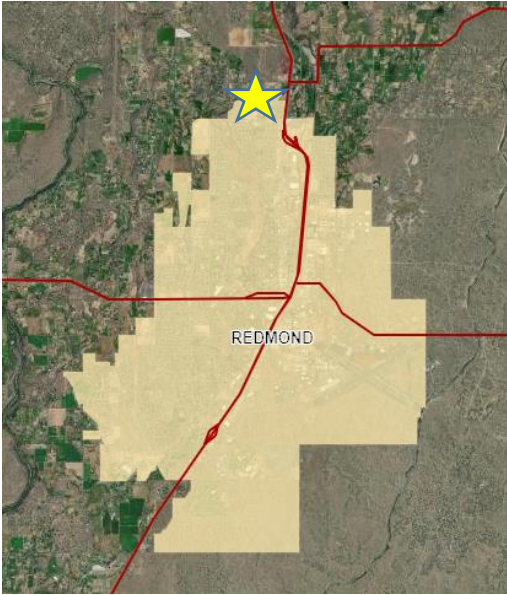
BACKGROUND INFORMATION

- The Joint Management Agreement Regarding the rEDMOND Urban Growth Boundary (JMA) between the City and County requires a transfer of jurisdictional authority of all County road rights-of-way annexed by the City
- ORS 373.270 provides the procedure for transferring jurisdiction over county roads within a city to that city
 - Formal request by city
 - Public hearing by county
 - Adoption of a order to surrender by county


BACKGROUND INFORMATION


- City of Redmond has recently annexed territory within the UGB associated with the following master planned developments
 - Canyon Trails
 - Korbin Meadows
- The annexed territory includes portions of the following County roads:
 - NW Pershall Way (± 0.10 mile)
 - NW 10th Street (± 0.10 mile)
 - SW Helmholtz Way (± 0.06 mile)
- With City Resolution No. 2021-36, the City has made request of jurisdictional transfer

CANYON TRAILS DEVELOPMENT



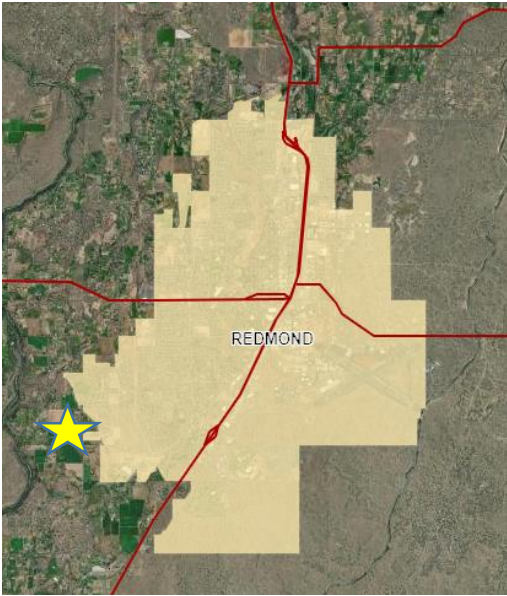
 Prior City Territory

 Recently Annexed Territory

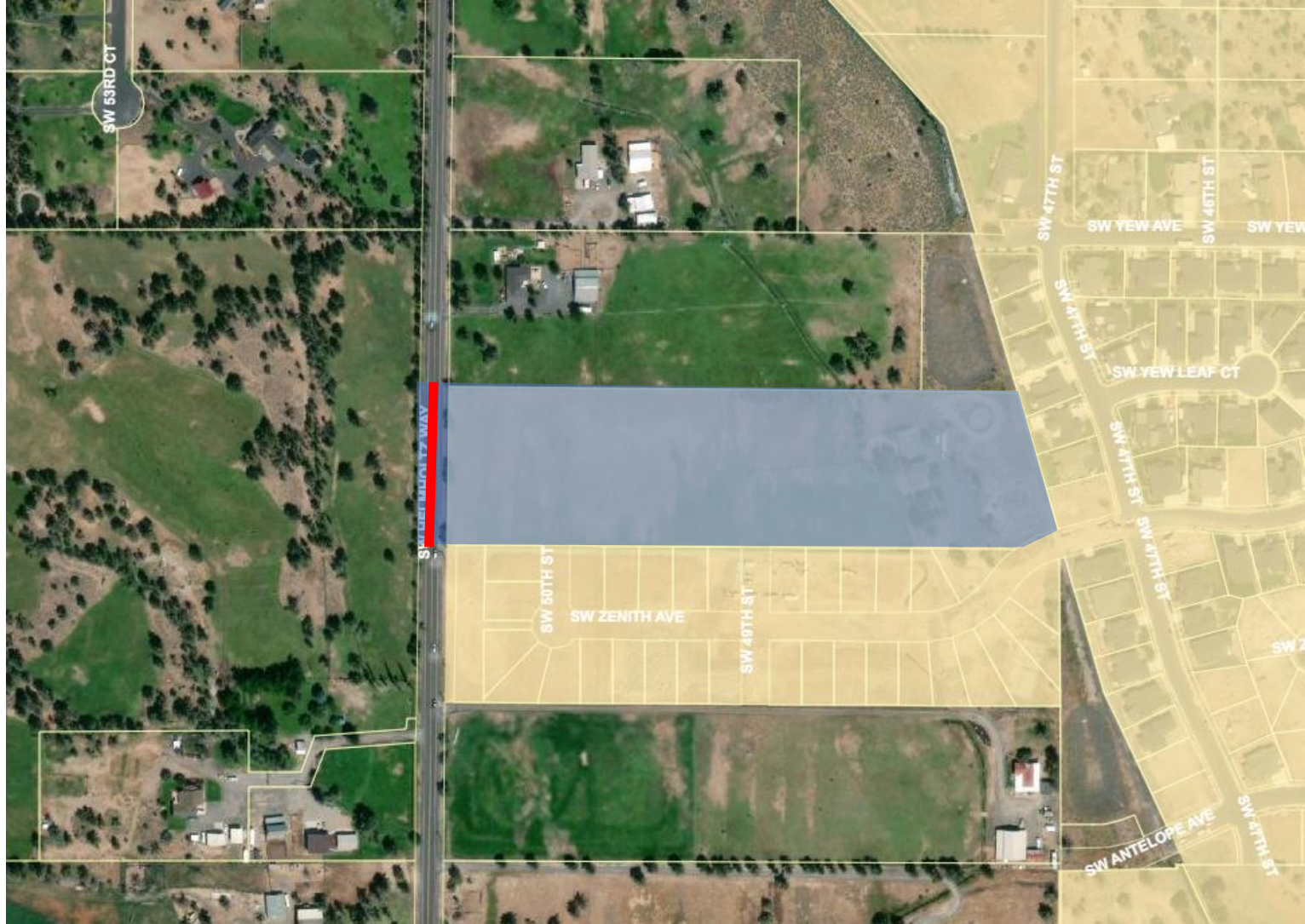
 Road Segment to be Transferred



KORBIN MEADOWS DEVELOPMENT



-  Prior City Territory
-  Recently Annexed Territory
-  Road Segment to be Transferred



PUBLIC COMMENTS

- No public comments received by Road Department to date.

RECOMMENDATION

- Road Department recommends Board of County Commissioners adoption of Order No. 2022-005
- With adoption of this order, the subject road segments will become City of Redmond roads at midnight tonight.

PUBLIC HEARING

- At this time, I request that the Board chair open the public hearing.
- After public testimony has been given this morning and, subject to any testimony disputing the matter, I request that the Board chair close the public hearing and that the Board consider adoption of Order No. 2021-046, completing these proceedings.

REVIEWED

LEGAL COUNSEL

02/23/2022 Item #6.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Surrendering the Jurisdiction of
Portions of NW Pershall Way, NW 10th St,
and SW Helmholtz Way to the City of
Redmond Pursuant to ORS 373.270.

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*
*

ORDER NO. 2022-005

WHEREAS, the portions of NW Pershall Way, NW 10th St, and SW Helmholtz Way described and depicted in the attached Exhibit "A", incorporated herein by this reference, are county roads under the jurisdiction of Deschutes County, Oregon ("County"); and

WHEREAS, by Redmond Resolution No. 2021-36, attached hereto as Exhibit "A", the City of Redmond has requested surrender of jurisdiction of said portions of NW Pershall Way, NW 10th St, and SW Helmholtz Way located within the Redmond city limits; and

WHEREAS, a public hearing was held by the Board of County Commissioners on Wednesday, February 23, 2022, at 9:00 A.M. in the Barnes and Sawyer Rooms of the Deschutes Services Center, 1300 NW Wall Street, Bend, Oregon, to determine whether jurisdiction over the County roads described and depicted in Exhibit "A" will be surrendered to the City of Redmond; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. That it is in the public interest to surrender jurisdiction of those roads described and depicted in the attached Exhibit "A" to the City of Redmond.

Section 2. That effective as of February 24, 2022, at 12:00 AM, the Board of County Commissioners hereby surrenders jurisdiction of those roads described and depicted in the attached Exhibit "A" to the City of Redmond.

Section 3. From and after February 24, 2022, at 12:00 AM, those roads described and depicted in the attached Exhibit "A" shall be under the jurisdiction of the City of Redmond.

Dated this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

**CITY OF REDMOND
RESOLUTION NO. 2021-36**

A RESOLUTION OF THE CITY OF REDMOND REQUESTING THE TRANSFER OF CERTAIN COUNTY RIGHTS-OF-WAY FROM DESCHUTES COUNTY.

WHEREAS, the City Council has agreed to take jurisdiction of certain County roads within the City limits; and

WHEREAS, pursuant to ORS 373.270(6), the City Council wishes to initiate transfer of such jurisdiction to the City.

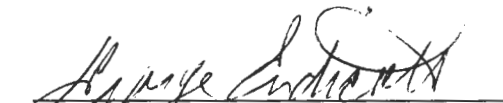
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDMOND, OREGON, AS FOLLOWS:

SECTION 1: That the City hereby requests that Deschutes County surrender jurisdiction to the City of Redmond of certain County rights-of-way described in NW Pershall Way Exhibits A and B, NW 10th Street Exhibits A and B, and SW Helmholtz Way Exhibits A and B attached hereto as of 12:00 a.m., February 10, 2022.

SECTION 2: That the jurisdiction of Deschutes County over the rights-of-way described in Section 1 hereof, and for the right-of-way improvements, construction, and repair shall cease upon transfer of the property to the City of Redmond.

SECTION 3: This resolution shall be effective February 10, 2022.

ADOPTED by the City Council and **SIGNED** by the Mayor this 11th day of January 2022.


George Erdicott, Mayor

ATTEST:



for Kelly Morse, City Recorder

Exhibit "A"

Public Right-of-way Annexation

A portion of Northwest Pershall Way, located in the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 14 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon, being more particularly described as follows:

Commencing at the Center One-Quarter corner of said Section 33; Thence along the East line of said Northeast One-Quarter of the Southwest One-Quarter South $0^{\circ}29'38''$ West 611.59 feet to the North right of way line of Northwest Pershall Way and the **TRUE POINT OF BEGINNING**; Thence along said North right of way line North $59^{\circ}02'05''$ East 23.45 feet; Thence along an extension of the East right of way line of Northwest Tenth Street South $0^{\circ}29'38''$ West 82.06 feet; Thence along an extension of the South right-of-way line of Northwest Pershall Way South $59^{\circ}02'05''$ West 23.45 feet to the centerline of said Northwest Tenth Street; Thence along said South right-of-way line of Northwest Pershall Way South $59^{\circ}02'05''$ West 175.01 feet; Thence continuing along said South right-of-way line of Northwest Pershall Way South $59^{\circ}55'05''$ West 293.92 feet; Thence North $30^{\circ}04'55''$ West 70.00 feet to the said North right of way line of Northwest Pershall Way; Thence along said North right of way line of Northwest Pershall Way North $59^{\circ}55'05''$ East 293.38 feet; Thence continuing along said North right of way line of Northwest Pershall Way North $59^{\circ}02'05''$ East 217.30 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is South $0^{\circ}29'38''$ West along said East line of said Northeast One-Quarter of the Southwest One-Quarter.

The above described land contains 35,928 square feet, more or less.

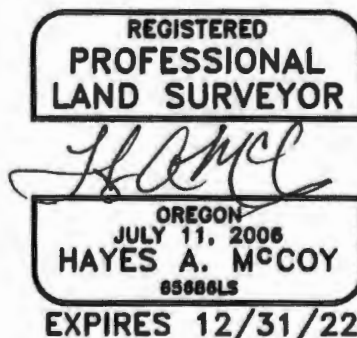
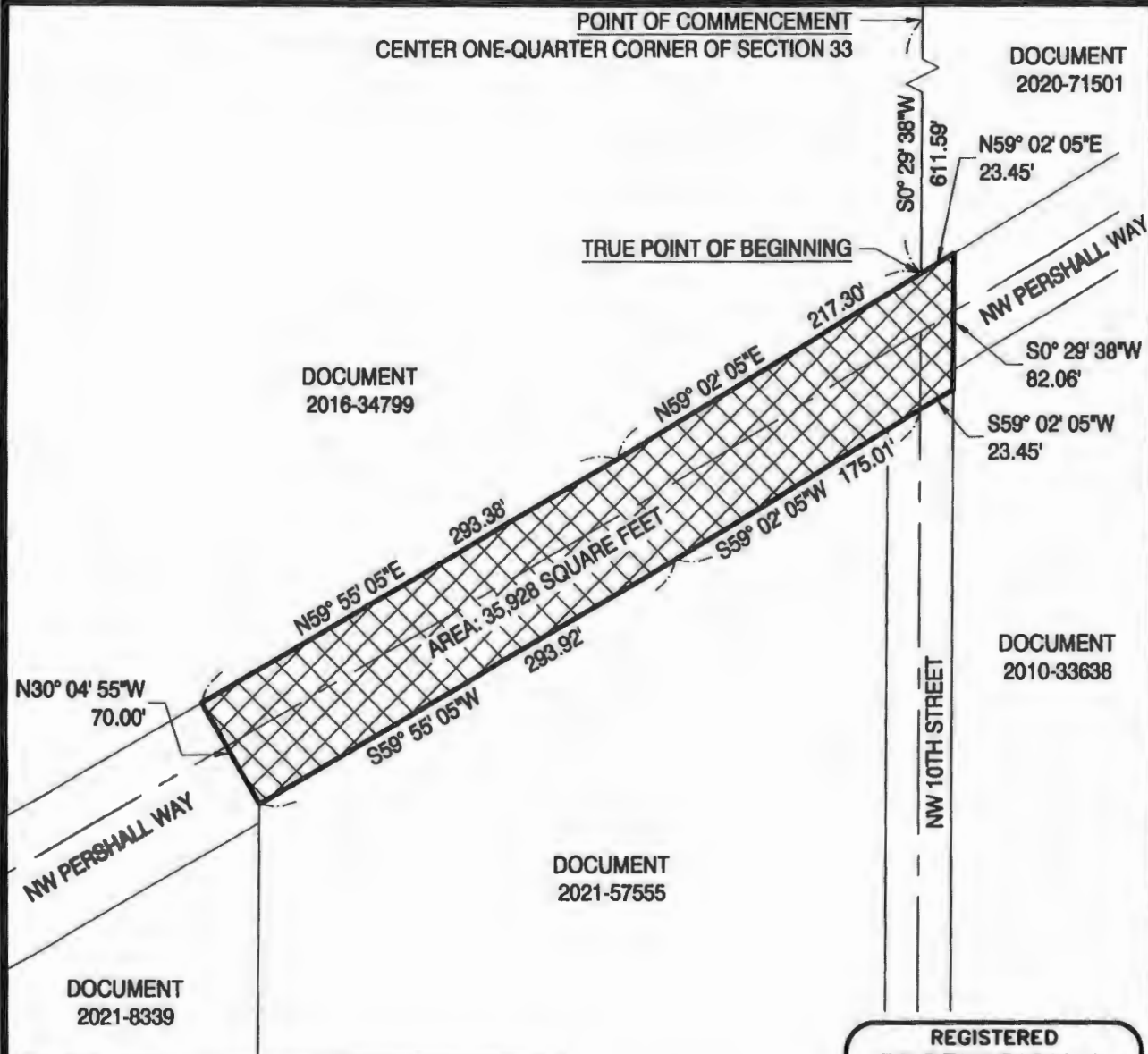


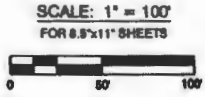
EXHIBIT B

SEVENTY FOOT WIDE RIGHT-OF-WAY ANNEXATION, NW PERSHALL WAY
 LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER
 AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
 SECTION 33, TOWNSHIP 14 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
 CITY OF REDMOND, DESCHUTES COUNTY, OREGON.



H.A. M^cCOY
 ENGINEERING & SURVEYING LLC

1180 SW LAKE ROAD SUITE 201
 REDMOND, OR 97756
 (541) 923-7554



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

H.A. McCoy

OREGON
 JULY 11, 2006
HAYES A. M^cCOY
 65686LS

EXPIRES 12/31/22

PROJECT: CANYON TRAILS, RIGHT-OF-WAY ANNEXATION		PROJECT NO: 20-247	
DESIGN: JJW	DATE: 12/02/21	REV: DETAIL 1	PAGE: EXH. B

Exhibit "A"

Public Right-of-way Annexation

A portion of Northwest Tenth Street, located in the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 14 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon, being more particularly described as follows:

Commencing at the Center One-Quarter corner of said Section 33; Thence along the East line of said Northeast One-Quarter of the Southwest One-Quarter South $0^{\circ}29'38''$ West 693.65 feet to the South right of way line of Northwest Pershall Way and the **TRUE POINT OF BEGINNING**; Thence along an extension of said South right of way line North $59^{\circ}02'05''$ East 23.45 feet to the East right of way line of Northwest Tenth Street; Thence along said East right of way line of Northwest Tenth Street South $0^{\circ}29'38''$ West 548.76 feet; Thence North $89^{\circ}30'22''$ West 20.00 feet to the centerline of said Northwest Tenth Street; Thence North $89^{\circ}30'22''$ West 20.00 feet to the West right of way line of said Northwest Tenth Street; Thence along said West right-of-way line North $0^{\circ}29'38''$ East 524.28 feet to said South right-of-way line of Northwest Pershall Way; Thence along said South right of way line North $59^{\circ}02'05''$ East 23.45 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is South $0^{\circ}29'38''$ West along said East line of said Northeast One-Quarter of the Southwest One-Quarter.

The above described land contains 21,461 square feet, more or less.

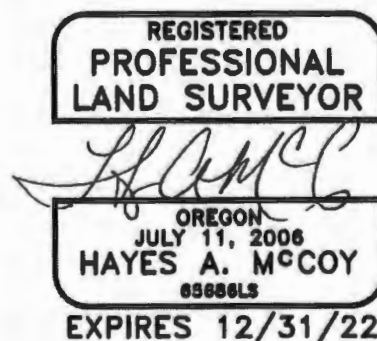
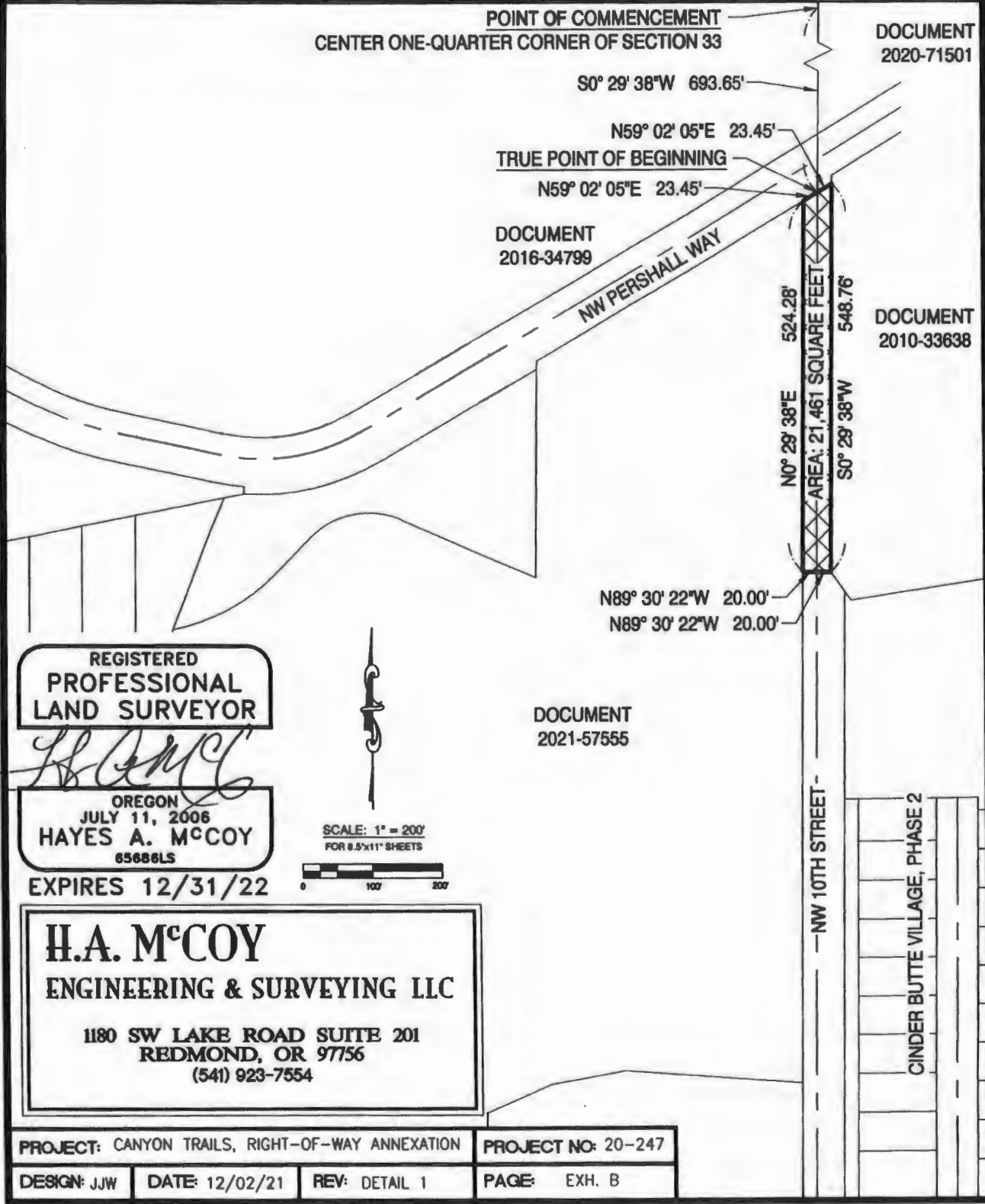


EXHIBIT B

FORTY FOOT WIDE RIGHT-OF-WAY ANNEXATION, NW 10TH STREET
LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER
AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
SECTION 33, TOWNSHIP 14 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
CITY OF REDMOND, DESCHUTES COUNTY, OREGON.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

H.A. McCoy
OREGON
JULY 11, 2006
HAYES A. MCCOY
65686LS

EXPIRES 12/31/22



SCALE: 1" = 200'
FOR 8.5"x11" SHEETS

H.A. M'COY
ENGINEERING & SURVEYING LLC
1180 SW LAKE ROAD SUITE 201
REDMOND, OR 97756
(541) 923-7554

PROJECT: CANYON TRAILS, RIGHT-OF-WAY ANNEXATION			PROJECT NO: 20-247
DESIGN: JJW	DATE: 12/02/21	REV: DETAIL 1	PAGE: EXH. B

SW HELMHOLTZ WAY EXHIBIT A

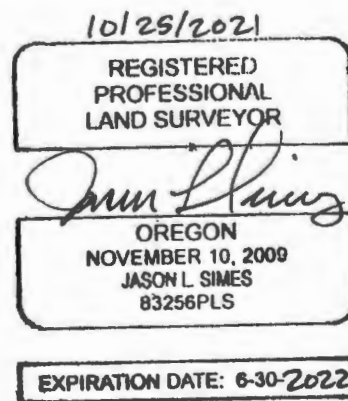
LEGAL DESCRIPTION

A tract of land located in a portion of Southwest one-quarter of the Northwest one-quarter (also known as Government Lot 2) of Section 30, Township 15 South, Range 13 East, and in a portion of the Southeast one-quarter of the Northeast one-quarter of Section 25, Township 15 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at 3/4" iron pipe per county survey CS13488, records of the Deschutes County Surveyor's Office being the West one-quarter corner of said Section 30; thence along the West line of said Southwest one-quarter of the Northwest one-quarter North 0°21'25" East 658.59 feet to a 1/2" iron pipe per county survey CS01398, records of the Deschutes County Surveyor's Office at the Southwest corner of the North one-half of said Southwest one-quarter of the Northwest one-quarter, said point being the TRUE POINT OF BEGINNING; thence along an extension of the South line of said North one-half of the Southwest one-quarter of the Northwest one-quarter North 89°34'50" West 21.15 feet to the West right of way line of SW Helmholtz Way; thence along said West right of way line North 0°43'32" East 328.00 feet; thence along an extension of the North line of said North one-half of the Southwest one-quarter of the Northwest one-quarter South 89°34'23" East 18.45 feet to a 1/2" iron pipe per county survey CS01398, records of the Deschutes County Surveyor's Office at the Northwest corner of the North one-half of said Southwest one-quarter of the Northwest one-quarter; thence along said North line South 89°34'23" East 41.55 feet to a point on the East right of way line of said Southwest Helmholtz Way; thence along said East right of way South 0°43'32" West 327.99 feet to said South line of the North one-half of the Southwest one-quarter of the Northwest one-quarter; thence along said South line North 89°34'50" West 38.86 feet to the TRUE POINT OF BEGINNING;

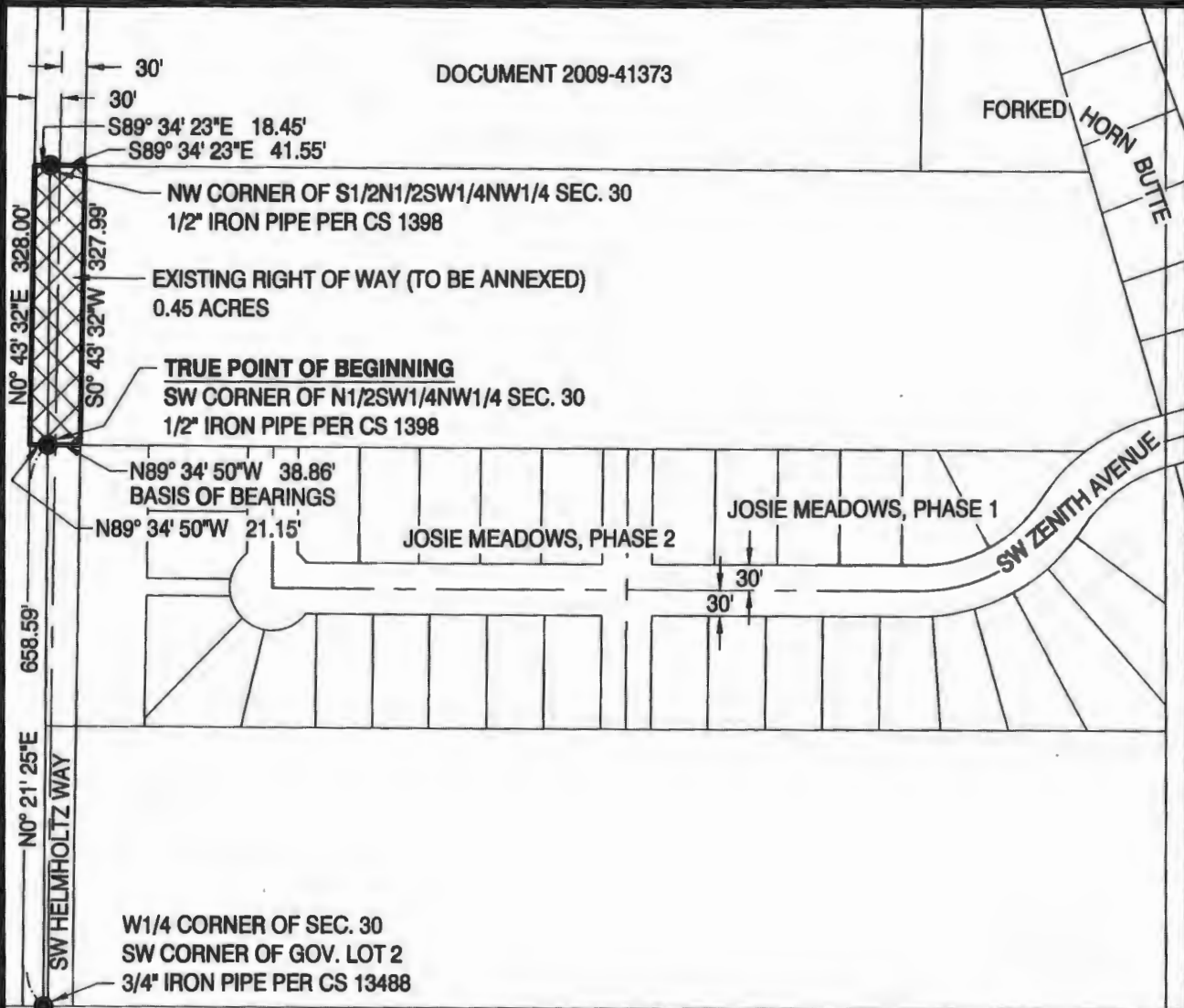
The above-described lands contain 0.45 acres of land, more or less.

The basis of bearings of this description is North 89°34'50" West along the North line of Josie Meadows, Phase 1, recorded as Document No. 2020-385, Deschutes County Official Records.



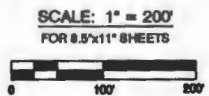
SW HELMHOLTZ WAY EXHIBIT B

A TRACT OF LAND LOCATED IN A PORTION OF GOVERNMENT LOT 2, THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 13 EAST, AND A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, OF SECTION 25, TOWNSHIP 15 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, CITY OF REDMOND, DESCHUTES COUNTY, OREGON.



H.A. M^cCOY
ENGINEERING & SURVEYING LLC

1180 SW LAKE ROAD SUITE 201
REDMOND, OR 97756
(541) 923-7554



10/25/2021

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jason L. Simes

OREGON
NOVEMBER 10, 2009
JASON L. SIMES
83256PLS

EXPIRES 6/30/22

PROJECT: KORBIN MEADOWS		PROJECT NO: 20-019	
DESIGN: JJW	DATE: 10/25/21	REV: DETAIL 1	PAGE: EXH. B



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 23, 2022

SUBJECT: Request approval to apply for Oregon Health Authority Mental Health block grant funds.

RECOMMENDED MOTION: Move approval to apply for Oregon Health Authority Mental Health block grant funds.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Health Authority received \$3 million in stimulus funding through the American Rescue plan and 2020 COVID Relief Bill that increased mental health block grant funds, with 10% of Mental Health Block Grant Funds going to Early Assessment Support Alliance (EASA). Application can be made for stimulus funding up to \$150,000, and funds must be used by 9/30/2025 for the purposes of addressing health care disparities by:

- Help finding a vaccine
• Help getting health care coverage
• Help buying food
• Help with rent
• Help with employment
• Addressing substance use disorders
o Overdose prevention
o Harm Reduction

Deschutes County EASA, offers early intervention to young adult's ages 12-27 experiencing their first episode of psychosis in Deschutes Crook and Jefferson Counties. Spanning over 7,834 square miles, the EASA team conducts education, outreach, community visits and offers in clinic visits.

Funding through EASA stimulus funds will be used to increase emergency shelter placements for young person experiencing their first episode of psychosis, promoting stabilization, reducing hospitalization and risk for acute care support. Additionally,

stimulus funding will aid in addressing health care disparities by allowing flexible funding to purchase food, clothing, cell phones and technology to support treatment and providing alternative transportation options. Finally funding will be used to address the National Opioid crisis, through Harm Reduction Training for clinicians as well as procurement of Fentanyl Strips to assess for synthetic opioids prior to use; potentially saving lives through prevention.

See budget below for a breakdown of activities across 3 years.

Name	Service	2023	2024	2025	Total
Program Funds (1)	Client Support	\$2,000	\$2,000	\$2,000	\$6,000
Fentanyl Test Strips (2)	Harm Reduction	\$1,000	\$1,000	\$1,000	\$3,000
Rental Assistance (3)	Client Support	\$1,750	\$1,750	\$1,750	\$5,250
Emergency Lodging (4)	Evaluation Services, Salary	\$35,000	\$35,000	\$35,000	\$105,000
Training (5)	Clinical Services		\$15,000		\$15,000
Admin (6)	Indirect Costs	\$4,417	\$6,083	\$4,417	\$14,917
			TOTAL REQUEST		\$149,167

BUDGET IMPACTS: \$149,167 revenue

ATTENDANCE:

Janice Garceau, Deputy Director, Behavioral Health Division
 Shannon Brister, Program Manager



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 23, 2022

SUBJECT: Consideration of Board approval and signature of Telecare Mental Health Service of Oregon, Inc., Document Number 2022-017.

RECOMMENDED MOTION:

Move approval of Telecare Mental Health Service of Oregon, Inc., Document Number 2022-017.

BACKGROUND AND POLICY IMPLICATIONS:

Telecare provides 24-hour Secure Residential Treatment Facility services for up to sixteen (16) residents that have been jointly approved by County and Telecare. The purpose of secured residential treatment services is to stabilize resident’s psychiatric symptoms, improve independent living skills, and then discharge the resident into an appropriate and safe level of community services of less intensity as clinically appropriate.

For the purpose of this contract, Telecare Mental Health Services of Oregon, Inc. provides 24-hour secure residential treatment facilities for individuals with mental or emotional disorders who have been hospitalized and need services to avoid further hospitalization because they are a danger to themselves or others. Telecare will receive up to a total maximum amount for any allowable expenses allocated by the Oregon Health Authority (OHA). Funds allocated to County by OHA will be paid to Telecare in accordance with a budget approved by OHA.

BUDGET IMPACTS:

Up to \$235,000 pass through dollars.

ATTENDANCE:

Kara Cronin, Program Manager

DESCHUTES COUNTY DOCUMENT SUMMARY

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

Please complete all sections **above** the Official Review line.

Date:

Department:

Contractor/Supplier/Consultant Name:

Contractor Contact:

Contractor Phone #:

Type of Document:

Goods and/or Services: Telecare Mental Health Services of Oregon, Inc. provides 24-hour secure residential treatment facilities for individuals with mental or emotional disorders who have been hospitalized and need services to avoid further hospitalization because they are a danger to themselves or others.

Background & History: Telecare provides 24-hour Secure Residential Treatment Facility services for up to sixteen (16) residents that have been jointly approved by County and Telecare. The purpose of secured residential treatment services is to stabilize resident's psychiatric symptoms, improve independent living skills, and then discharge the resident into an appropriate and safe level of community services of less intensity as clinically appropriate.

Telecare will receive up to a total maximum amount for any allowable expenses allocated by the Oregon Health Authority (OHA). Funds allocated to County by OHA will be paid to Telecare in accordance with a budget approved by OHA.

Agreement Starting Date:

Ending Date:

Annual Value or Total Payment:

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37) DCC 2.37.050, Paragraph M; 2.37.070, Paragraph B 14

Funding Source:

Pass Through Project Codes: 50/50 Split – HSADLTINT-HS23010G; HSADLTINT-HS2280G

Included in current budget? Yes No
If **No**, has budget amendment been submitted? Yes No

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

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

Departmental Contact and Title:
Phone #:

Deputy Director Approval:

Department Director Approval:

Signature: Janice Garceau
Janice Garceau (Feb 1, 2022 09:04 PST)

Email: janice.garceau@deschutes.org

Title: Behavioral Health Director

Company: Deschutes County Health Services

Signature: Erik Kropp
Erik Kropp (Feb 2, 2022 09:38 PST)

Email: erik.kropp@deschutes.org

Title: Interim Health Services Director

Company: Deschutes County

Distribution of Document: Grace Justice Evans, Health Services Department.

Official Review:

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

Legal Review _____ Date _____

Document Number 2022-017



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED TELECARE MENTAL HEALTH SERVICES OF OREGON, INC. 1080 MARINA VILLAGE PARKWAY, SUITE 100 ALAMEDA, CA 94501	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Sexual Abuse / Molestation:
 Carrier: Lexington Insurance Company
 Policy No.: 6798155
 Policy Period: 07/01/2021 - 07/01/2022
 Limits:
 \$1,000,000 Occ.
 \$3,000,000 Agg.
 SIR: \$350,000

ENDORSEMENT NO.9

This endorsement, effective 12:01 AM: July 1, 2019

Forms a part of policy no.: 6798155

Issued to: TELECARE CORPORATION

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The following is only added to Section II. WHO IS AN INSURED of the Coverage Parts as indicated by an "X" below:

- HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART
- X HEALTHCARE GENERAL LIABILITY COVERAGE PART

The person or organization shown in the Schedule below is included as an additional Insured if you are obligated by virtue of a written contract, executed prior to the medical incident, occurrence or offense, to provide insurance to such person or organization of the type afforded by this Policy, but only with respect to liability arising out of operations conducted by you or on your behalf.

In the event that the Limits of Insurance provided by this Policy exceed the Limits of Insurance required by the written contract, the insurance provided by this endorsement shall be limited to the Limits of Insurance (inclusive of any applicable self insured retention) required by the written contract. The Limits of Insurance (inclusive of any applicable self insured retention) provided by this Policy shall not be increased for any reason, including any failure, refusal or inability of any self insurance/ Insured to pay any amounts due thereunder. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional Insured shown in the Schedule below shall be excess over any other valid and collectible insurance or self insured retention available to the additional Insured whether primary, excess, contingent or on any other basis, unless the written contract with the additional Insured specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional Insured. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional Insured.

In the event of payment under the Policy, we waive our right of subrogation against any person or organization shown in the Schedule below where the Named Insured has waived liability of such person or organization as part of the written contract between the Named Insured and such person or organization.

ENDORSEMENT NO. 9 (Continued)

- The County of Solano, its officers, officials, agents, employees and volunteers
- The County of Sonoma, its officers and employees
- Stanislaus County, its Officers, Directors, Officials, agents, employees and volunteers
- The County of Ventura and Ventura County Behavioral Health Department
- Yolo County, its officers, agents, employees and volunteers
- County of Marin
- The County of Santa Cruz, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively
- County of El Dorado, its officers, officials, employees and volunteers
- San Joaquin County and its officers, employees, agents, servants and volunteers
- County of Riverside
- King County, its officers, officials, employees and agents
- Behavioral Health, Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, Yuba County, members of the Board of Supervisors of Yuba County, its officers, agents and employees
- United Behavioral Health / Optum, and The State of Washington, Department of Social and Health Services (DSHS), its elected and appointed officials, agents, and employees of the state
- Shasta County, its elected officials, officers, employees, agents and volunteers
- Deschutes County, its officers, agents, employees and volunteers
- Thurston Mason Behavioral Health Organization (TMBHO), Thurston County, Mason County, their respective elected and appointed officers, officials, employees, agents and Washington State
- Mason Transit Authority
- North Sound Behavioral Health Organization (NSBHO), North Sound Mental Health Administration (NSMHA), its officers, officials, employees, and agents
- TJP Oly Building LLC, 701 5th Avenue # 3600, Seattle, WA 98104
- Montalvo Associates, LLC, c/o DJM Capital Partners, Inc. (Landlord), 7777 Edinger Ave., Suite 133, Huntington Beach, CA 92647
- County of Sacramento, its officers, directors, officials, employees and volunteers
- The Community Development Commission of the County of Los Angeles and The Housing Authority

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2020

Policy No. LDC4046674

Endorsement No.

Insured TELECARE CORPORATION

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____



REVIEWED
LEGAL COUNSEL

02/23/2022 Item #8.

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES AGREEMENT
AGREEMENT NO. 2022-017**

This Agreement (the "Agreement") is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Behavioral Health Division, hereinafter referred to as "County," and Telecare Mental Health Services of Oregon, Inc., 1080 Marina Village Pkwy, Suite 100, Alameda, CA 94501, hereinafter referred to as "Contractor."

WHEREAS, County is authorized pursuant to ORS 430.670 to obtain, by contract, the services necessary to operate a community behavioral health program; and

WHEREAS, Contractor has available staff for the performance of the services described in this Agreement; and

WHEREAS, Contractor has obtained and shall continue to qualify for approval from the State of Oregon, Oregon Health Authority ("OHA") for purposes of providing services under this Agreement; now, therefore,

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

1. Effective Date. The effective date of this Agreement shall be effective **January 1, 2022**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when County accepts Contractor's completed performance or on **December 31, 2022**, whichever date occurs last. Agreement termination shall not extinguish or prejudice County's right to enforce this Agreement with respect to any default by Contractor that has not been cured.
2. Contractor's Services. Contractor shall provide Residential Treatment Services and Secure Residential Treatment Services as defined in County's agreement with the Oregon Health Authority, effective January 1, 2021, OHA #166040 and in accordance with the specific Mental Health Service (MHS) Service Elements defined in applicable Exhibit 1 sections. This Agreement includes pages 1-10 along with the following Exhibits:
 - Exhibit 1 – PROGRAM DEFINITIONS AND COMPENSATION
 - Exhibit 1A – STATEMENT OF WORK - SECURE RESIDENTIAL TREATMENT FACILITY
 - Exhibit 1B – STATEMENT OF WORK - RESIDENTIAL TREATMENT HOME
 - Exhibit 1C - SERVICE ELEMENT DESCRIPTION – NON-OHP COMMUNITY AND RESIDENTIAL ASSISTANCE
 - Exhibit 1D - COMPREHENSIVE INCIDENT REPORTING
 - Exhibit 2 – INSURANCE
 - Exhibit 3 - FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES
 - Exhibit 4 – CONFIDENTIALITY AGREEMENT
 - Exhibit 5 – REQUIRED PROVIDER CONTRACT PROVISIONS
 - Exhibit 6 - CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE NUMBER LISTING

The above-referenced exhibits are attached hereto and incorporated by this reference. Contractor's services are funded by and through County's contracts with the State of Oregon, Oregon Health Authority (OHA), Health Systems Division.

3. Regulations and Duties. Contractor shall comply with all applicable provisions of the Contract between County and the State of Oregon, including applicable Service Descriptions attached thereto, in place at the time this Agreement is executed and effective January 1, 2022, (the "Contract") between the Oregon Health Authority ("OHA") and Deschutes County, OHA Agreement #173133, 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 Contract between County and the OHA, incorporated herein by reference, as of the effective date of such regulations, applicable provisions of the Administrative Rules and Procedures of the OHA, 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 U.S.C. 14402.

4. Successors in Interest. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.

5. Reporting.

A. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor’s possession from third parties.

B. Contractor agrees to prepare and furnish such reports and data as may be required by County and the Oregon Health Authority, including but not limited to an Individual’s records which contain the Individual’s identification, problem assessment, Service and Support Plan (including any training and/or care plan), appropriate medical information, medical records and Service Notes, including a service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in the administrative rules. Contractor will submit records requested records by County within two (2) weeks of the date the request was received by Contractor. Contractor shall retain each individual’s 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, an individual’s records must be retained for a minimum of six (6) years from termination or expiration of this Agreement. It is understood that due to the limited nature of Contractor’s services under this Agreement, not all of these documents will have been prepared by Contractor and therefore need not be furnished. Oregon Health Authority Measures and Outcome Tracking System (MOTS) data, Community Mental Health Provider Report, and Termination Service Recording Form shall, if necessary, be completed in accordance with Oregon Health Authority requirements and submitted to Oregon Health Authority through County. Contractor agrees to, and does hereby grant County and the Oregon Health Authority the right to reproduce, use and disclose for County or Oregon Health Authority purposes, all or any part of the reports, data, and technical information furnished to County under this Agreement. Contractor shall make available to County, Oregon Health Authority and any Individual enrolled in and/or seeking services from Contractor as defined in Exhibit 1 of this Agreement, any and all written materials in alternate formats in compliance with Oregon Health Authority’s policies or administrative rules. For purposes of the foregoing, “written materials” includes, without limitation, all work product and contracts related to this Agreement.

C. Notices. Contractor shall submit reports as requested by County. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

To Contractor:

Leslie Davis
Telecare Mental Health Service of Oregon, Inc.
1080 Marina Village Pkwy, Suite 100
Alameda, CA 94501
Phone No. 510-337-7950
Email:

To County:

Janice Garceau, Deputy Director
Deschutes County Health Services
2577 NE Courtney Dr.
Bend, Oregon 97701
Fax No. 541-322-7565
janice.garceau@deschutes.org

To County for notices:

Grace Justice Evans
Deschutes County Health Services
2577 NE Courtney Dr.
Bend, Oregon 97701
Fax No. 541-322-7565
grace.evans@deschutes.org

To County for Invoices:

Sharon Hatcher
Deschutes County Health Services
2577 NE Courtney Dr.
Bend, Oregon 97701
Fax No. 541-388-6617
Sharon.hatcher@deschutes.org

6. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Agreement.

A. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.

- 1) Contractor shall retain and keep accessible all books, documents, papers and records that are directly related to this Agreement, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of seven (7) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement.
- 2) If an audit, litigation or other action involving this Agreement is started before the end of the seven-year (7) period, the records shall be retained until all issues arising out of the action are resolved.

- B. 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 the right to direct access to all of Contractor's books, documents, papers and records related to this Agreement, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of conducting audits and examinations, making copies, excerpts and transcripts. 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.
 - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Agreement.
 - 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

- 7. Confidentiality. In addition to the obligations imposed upon Contractor by Exhibit 4, Contractor shall maintain confidentiality of information obtained pursuant to this Agreement as follows:
 - A. Contractor shall not use, release or disclose any information 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.
 - B. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
 - C. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid 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.
 - D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
 - E. 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").
 - F. 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.
 - G. This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
 - H. If Contractor receives or transmits protected health information, Contractor and County shall enter into a Business Associate Agreement or a Confidentiality Agreement, whichever is applicable, which, if attached hereto, shall become a part of this Agreement.
 - I. 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 individuals which are funded in whole or in part under this Agreement. Contractor shall maintain the confidentiality of an individual's records as required by applicable state and federal law, including without limitation, ORS 179-495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of an individual's 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.

- 8. Payment of Agreement. Subject to availability of funds, Contractor will receive payment for providing the services described in Exhibit 1, Program Definitions and Compensation.
- 9. Payments in Future Years beyond December 31, 2022. Not later than November 2022, Contractor and County may meet to review this Agreement and negotiate the program and reporting requirements, outcomes, protocols and payment to be paid by County and OHA to Contractor beginning after January 1, 2023. The parties may at that time also negotiate payment methods and amounts for one or more years after 2022.
- 10. Recovery of Funds. 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 Exhibit 1.

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 OHA disallows or requests repayment.

In the event that the OHA determines that County is responsible for the repayment of any funds owed to the OHA by Contractor, Contractor agrees to make such payment within ten (10) days of notification by County or the OHA of said determination by the OHA.

- 11. Retention of Revenue and Earned Interest. Fees and third-party reimbursements, including all amounts paid pursuant to Title XIX of the Social Security Act by the OHA, 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 behavioral health service described in Exhibit 1 of this Agreement and complies with the standards of the OHA.
- 12. Withholding of Payments. Notwithstanding any other payment provision of this Agreement, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County shall immediately withhold payments under this Agreement.
- 13. Work Standard.
 - A. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Agreement and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
 - B. For goods and services to be provided under this Agreement, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.
- 14. Ownership of Work. All work of Contractor that results from this Agreement (the "Work Product") is the exclusive property of County.
 - A. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
 - B. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
 - C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.

- D. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Agreement except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- F. If this Agreement is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Agreement, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Agreement.
- G. In the event that Work Product is deemed Contractor’s Intellectual Property and not “work made for hire,” Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County’s behalf.
- H. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County’s behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County’s behalf.

15. Termination. 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 sixty (60) days’ notice in writing to the other party.

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 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.

In the case a failure to perform jeopardizes the safety and security of any residents of the facilities 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.

16. Contractor’s Tender upon Termination. Upon receiving a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement unless County expressly directs otherwise in such notice of termination.

- A. Upon termination of this Agreement, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Agreement been completed.
- B. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

17. Remedies. In the event of breach of this Agreement the Parties shall have the following remedies:

- A. Termination under this Agreement shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Agreement or for any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.
- B. If terminated under this Agreement by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this Agreement, return of all or a portion of this Agreement amount, payment of interest earned on this Agreement amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Agreement, then the Contractor shall be liable to the County for the amount of the reasonable excess.

18. Independent Contractor. 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) develop three (3) outcomes specific to the goal of demonstrating the successful implementation of this Agreement as specified in the applicable Exhibit 1 for the Statement of Work.
 - 3) comply with all applicable legal requirements;
 - 4) take all precautions necessary to protect the safety of all persons at or near facilities, including employees and patients of Contractor and County;
 - 5) 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. 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.
- 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.

19. 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.

20. No Third Party Beneficiaries.

- A. County and Contractor are the only Parties to this Agreement and are the only Parties entitled to enforce its terms.
- B. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

21. Constraints. Pursuant to the requirements of ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

- A. Contractor shall:
 - 1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Contract.
 - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Contract.
 - 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 5) Be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
- B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract.
- C. Contractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or Contract for the purpose of providing or paying for such services.
- D. Contractor shall pay employees at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under the Fair Labor Standards Act of 1938 (29 U.S. C. 201, et seq.) from receiving overtime. Persons employed under this contract shall receive at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.
- E. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
- F. Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan that was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- G. Contractor shall comply with Federal rules and statutes pertaining to the Substance Abuse and Mental Health Services Administration (SAMHSA) and Social Security (formerly Title XX) Community Health Services 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.

H. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that the individual is authorized to act on behalf of Contractor, the individual has authority and knowledge regarding Contractors' payment of taxes, and to the best of the individual's knowledge, Contractor is not in violation of any Oregon tax laws.

22. Hold Harmless.

A. To the fullest extent authorized by law Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save, hold harmless and indemnify the County, the State of Oregon and the Oregon Health Authority their 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 Contractor or its officers, employees, contractors, or agents under this Agreement, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.

B. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.

C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and 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 Agreement.

D. Contractors 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 from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors. It is the specific intention of the Parties that the State of Oregon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the State of Oregon, be indemnified from and against any and all claims.

23. Insurance. 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**. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA and County. County shall not authorize contractors to begin work under the Agreement until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Agreement as permitted by the Agreement provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit Contractor to work under this Agreement when the County is aware that Contractor is not in compliance with the insurance requirements.

24. 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.

25. 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.

26. Assignment. Contractor shall not assign this Agreement without the prior written consent of County.

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

28. Contractor shall comply with provisions, requirements of funding source and Federal and State laws, statutes, rules, regulations, executive orders and policies. **See Exhibit 3.**

29. Reductions in Agreement Funding.

- A. 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.
- B. In the event that a statutorily required operating license or letter of approval is suspended or not extended, 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 or letter of approval, whichever date is earlier.

30. 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.

31. Entire Agreement. This Agreement 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.

32. Waiver.

- A. County's delay in exercising, or failure to exercise any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

33. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

34. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

35. Representations and Warranties.

- A. Contractor's Representations and Warranties. Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Agreement;
 - 2) This Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Agreement do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.

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

36. SB 675 (2015) Representation and Covenant.

- A. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- B. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Contract.
- C. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

37. Nondiscrimination. Contractor must provide services to clients without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients including, but not limited to, limited English language proficiency.

38. Survival. The provisions of paragraphs 4 (Successors in Interest) 5 C (Notices) 6 (Access to Records) 7 (Confidentiality) 14 (Ownership of Work) 16 (Contractors Tender Upon Termination) 17 (Remedies) 20 (No Third Party Beneficiaries) 22 (Hold Harmless) 32 (Waiver) 33 (Governing Law) 34 (Identity Theft Protection) 35 (Representations and Warranties) shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, either as individuals, or by their officers, thereunto duly authorized.

Signature: Leslie J Davis
Leslie J Davis (Feb 19, 2022 15:03 PST)

Email: ldavis@telecarecorp.com

Title: SVP and CFO

Company: Telecare Corporation

I have read this Agreement including the attached Exhibits. I understand this Agreement and agree to be bound by its terms. NOTE: Also sign Exhibit 4.

DATED this _____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

PHIL CHANG, Commissioner

ATTEST:

Recording Secretary

**EXHIBIT 1
DESCHUTES COUNTY SERVICES AGREEMENT
PROGRAM DEFINITIONS AND COMPENSATION**

Contract Monitoring. County shall monitor each Contractor’s delivery of services and promptly report to OHA when County identifies a deficiency in a Contractor’s delivery of a service or in a Contractor’s compliance with the Agreement between Contractor and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Contractor. County shall also monitor the fiscal performance of each Contractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in Contractor’s delivery of a service or in a Contractor’s compliance with the Agreement between the Contractor and County, nothing shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Contractor.

Definitions:

Behavioral Health refers to mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as psychological distress and suicide.

NON-OHP COMMUNITY AND RESIDENTIAL ASSISTANCE

Health Services Division or “HSD” means for the purpose of this Contract, the division of Oregon Health Authority (OHA) that is responsible for Community Mental Health, Addiction treatment, Recovery & Prevention, and Problem Gambling Services.

Oregon Health Authority or “OHA” means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children and adult Community Mental Health services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.

a. Service Name: **Non-OHP Community and Residential Assistance**

Service ID Code: **MHS 17**

(1) Service Description

Providers need flexibility when submitting invoices for services provided under a variety of different service elements.

OHA has consolidated the invoiceable services, paid from Part C funds, from multiple service elements into MHS 17. This flexibility allows us to use funding provided by MHS 17 and reduce the number of agreement amendments issued to transfer funds from one service element to another. The MHS 17 funding is allocated as a single pool that is used to pay for the invoiceable services described in the Service Elements listed below.

These Service Elements and the invoiceable service components for each are referenced by title and exist in detail in ‘Exhibit B-1, Service Descriptions’:

- (a) **MHS 26 – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**
- (b) **MHS 27 – RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**
- (c) **MHS 28 – RESIDENTIAL TREATMENT SERVICES**
- (d) **MHS 30 – MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILEPANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD**
- (e) **MHS 34 – ADULT FOSTER CARE SERVICES**
- (f) **MHS 36 – PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)**

Trauma Informed Services means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.

1. The maximum compensation.

- a. The maximum, not to exceed consideration under this Agreement, including any allowable expenses, shall be **\$235,000**. This amount is to assure coverage of additional funding for non-Medicaid individuals obtaining specialty State funding; and for variable PSRB Security funding. Contractor shall receive up to the total maximum amount for any allowable expenses agreed upon by the County and allocated by OHA to County for services provided by the Contractor under the contract between OHA and County. All funds will be paid in accordance with a budget that is approved by OHA.
- A. All funds awarded to Contractor under this Agreement are subject to OHA monitoring and adjustment. All adjustments in funds awarded will be made by amendment to the contract between OHA and County. OHA will monitor and adjust funds awarded throughout the term of this Agreement at OHA discretion.
- B. Contractor may also receive funding for Start-up Special Projects as outlined in Service ID Code MHS-37, defined in County’s contract with OHA #173133. Contractor is responsible for expenditure of MHS 37 funds in accordance with budget approved by the OHA and for completion and submission of all required documentation of fund expenditures to County and OHA.
- C. Recovery of Overpayment: All payments made to Contractor under this Agreement are subject to recovery by OHA and/or the County in accordance with OAR 410-120-1397 Recovery of Overpayments to Providers--Recoupments and Refunds and Service Element Descriptions for MHS 28, MHS 20 and MHS 37 funds:
 - i. If a federal audit of the work rendered by Contractor under this Agreement results in a refund to or disallowance by the federal government of funds paid to Contractor under this Agreement, OHA and/or County may recover from Contractor the amount of the refund or disallowance and any applicable OHA matching funds.
 - ii. If Contractor expends funds paid to Contractor under this Agreement for purposes not authorized by this Agreement, OHA and/or County may recover the amount of the unauthorized expenditure from Contractor.
 - iii. If billings under this Agreement result in payments to Contractor to which Contractor is not entitled, OHA and/or County, after giving written notification to Contractor, may withhold from payments due to Contractor such amounts, over such periods of time as are necessary to recover the amount of overpayment.

2. Schedule of Performance or Delivery.

- A. County’s obligation to pay depends upon Contractor’s delivery or performance in accordance with the schedule listed in Exhibit 1, Paragraph 1.
- B. County will only pay for completed work that conforms to the terms of the Agreement.

3. Renewal. Any extension of services for the period after December 31, 2022 will be by separate Agreement. This Agreement may be renewed subject to the following conditions:

- A. Renewal will be based on the County Department approval.
- B. Renewal is subject to the availability of funding.

4. Consideration. Subject to availability of funds, Contractor will receive payment for providing the services described in each Exhibit 1 for the Statement of Work, entitled “Secure Residential Treatment Facility” and “Residential Treatment Home”.

- A. Contractor shall invoice DMAP in accordance with procedures and forms prescribed by OHA for all services previously funded under Part A and B dollars. Contractor agrees that payment for these services shall be DMAP’s responsibility and not County’s responsibility. Contractor shall not invoice or expect payment from County for services billed to DMAP under this subsection.
 - i) All Enhanced Care and Enhanced Care Outreach Services reimbursable service billings shall be in accordance with the Medical Assistance Programs 410-120-0000 through and 410-120-1980 and Medicaid Payment for Behavioral Health Services Rule as listed in OAR 410-172-0600 through 410-172-0860.
 - ii) Contractor shall bill all Personal Care Services in accordance with forms and procedures prescribed by OHA.

- iii) Contractor agrees to complete, monitor and obtain all prior authorizations as needed for Extended Care Service and Personal Care Service billing submissions.
- iv) Contractor is required to provide all invoices to the County within seven (7) days following month end.
- v) Following Contractor's submission of invoices to County, County agrees to bill the State on a monthly basis and make payments received from OHA to Contractor within thirty (30) days of payment by the State.

- B. County agrees to pay to Contractor, up to **\$235,000** of MHS17 funding; for non-Medicaid covered individuals
- i) Contractor agrees to invoice County on a monthly basis for Part C payments for (non-Medicaid covered) individuals eligible for Residential Services- SE 17 funding. County agrees to make approved payments to Contractor within thirty (30) days of receipt of funds from the OHA.
 - ii) County agrees to pay 90% of Security monies received from the State for PSRB individuals served at DRC. The State is responsible for assessing and determining the client specific rate. As these monies are individual specific, the funding will vary depending on acuity and PSRB census.
 - iii) Contractor agrees to complete and submit all documentation of expenditures for all funds as required by OHA and the County and to comply with all requirements of the Service Description in which funding is allocated.
 - iv) Contractor is required to provide all invoices to the County within seven (7) days following month end.
 - v) Following Contractor's submission of invoices to County, County agrees to bill the State on a monthly basis and make payments received from OHA to Contractor within thirty (30) days of payment by the State.

C. Contractor shall be entitled to reimbursement for travel expenses YES NO [Check one]

D. Utilizing the new Tier payment system as designated by OHA, Contractor shall bill DMAP in accordance with procedures and forms prescribed by OHA for all funds formerly known as Part A and B (as defined in this Exhibit 1, under the section titled "Definitions") that are approved by OHA. Contractor agrees that payment for these services shall be DMAP's responsibility and not County's responsibility. Contractor shall not invoice or expect payment from County for services billed to DMAP under this subsection.

5. Modification of Exhibit 1, State Requirements for Behavioral Health Subcontract

In the event the State of Oregon modifies the terms of SE17, it is understood and agreed that this Agreement will also be revised accordingly. Authority to change the Exhibit Service Element Descriptions and Definitions to comply fully with Deschutes County's Contract with OHA shall rest with the Director of Contractor and the Director of County. Both parties must agree for the Exhibit to be modified.

**EXHIBIT 1A
STATEMENT OF WORK
SECURE RESIDENTIAL TREATMENT FACILITY**

WHEREAS, County owns property to be licensed as a secure residential treatment facility that has been approved by State of Oregon (hereinafter referred to as "Facility") for individuals enrolled in behavioral health programs; and

WHEREAS, County and Contractor agree that a secure residential treatment facility is a preferred behavioral health care model in Central Oregon to provide residential behavioral health services;

WHEREAS, County has signed a lease with Contractor for the property at 20370 Poe Sholes Road in Bend to be operated as the Facility and Contractor is capable of operating and managing the Facility; and

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

1. Contractor shall perform the following work:

Contractor shall provide all services as outlined in Exhibit 1, "Statement of Work" and the applicable Exhibit 1A "Service Description" attached as part of this Agreement. Contractor shall provide 24-hour Secure Residential Treatment Facility (SRTF) services for up to sixteen (16) residents that have been jointly approved by County and Contractor. Contractor shall provide SRTF services described in each Service Description(s) attached as Exhibit 1 (A, B, etc.), and in accordance with OAR 309-035-0100 through 309-035-0225. Contractor shall also provide out-patient mental health services to SRTF residents in accordance with OAR 410-172-0600 through 410-172-0660 "Medicaid Payment for Rehabilitative Mental Health Services and OAR 309-019-0100 through 309-019-0220 "Outpatient Behavioral Health Services". Contractor shall screen and assess individuals for tobacco use, and offer tobacco cessation resources to individuals choosing to quit.

Service 1: Secure Residential Treatment Facility (SRTF):

The purpose of SRTF services is to stabilize resident's psychiatric symptoms, improve independent living skills, and then discharge the resident into an appropriate and safe level of community services of less intensity as clinically appropriate.

- A. Contractor shall provide 24-hour SRTF services to up to sixteen (16) residents. Contractor shall provide SRTF services described in the attached Service Description titled "Residential Treatment Services, Service ID code MHS 28, and "Secure Residential Treatment Facility", Services ID Code MHS 28, Exhibit 1 and in accordance with OAR 309-035-0100 through 309-035-0225, in the Facility.
 - 1. Services shall also include:
 - a. Residential Treatment Services (SRTF);
 - b. Residential Community Mental Health Treatment Services for Adults;
 - c. Medicaid reimbursable service billings in accordance with the Medical Assistance Programs 410-120-0000 through and 410-120-1980; Medicaid Payment for Behavioral Health Services Rule as listed in OAR 410-172-0600 through 410-172-0860; and Community Treatment and Support Services 309-032-0301 through 309-032-0890.
 - 2. Contractor must enroll all Individuals served in Oregon State's Measures and Outcome Tracking System (MOTS) database within twenty-four (24) hours of admission and disenroll within twenty-four (24) hours of discharge.
 - 3. Residential Screening Process: The Contractor must jointly participate with the County in a screening process for all potential admissions to a SRTF facility. Contractor understands that the County must approve any individual admitted to the facility.
 - 4. For residents under the jurisdiction of the Psychiatric Security Review Board: Contractor shall follow all services and requirements as outlined in the resident's Conditional Release Order. Contractor shall inform the County immediately via phone of a resident's failure to follow any Conditional Release requirement, of any significant change in the resident's status or symptoms, or of any situation in the opinion of the Contractor which impacts the resident's ability to maintain community placement within the Facility in accordance with Conditional Release orders.
- B. The Contractor must ensure the following at the Facility where SRTF services are provided:
 - 1. Currently have in place and maintain throughout the life of this Agreement, a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600.
 - 2. Contractor must obtain and maintain any other licenses and/or certifications as necessary or required by law or administrative rule for a provider of SRTF services and as an operator of the facility. This will include Contractor maintaining approval from County and OHA under OAR 309-035-0115 "Licensing".

3. Contractor agrees to provide only those outpatient behavioral health services that are required for Contractor's role as a residential treatment provider. Contractor agrees to not utilize this certification to establish or provide any other outpatient services within Deschutes County unless expressly approved by County under separate agreement.

C. Contractor shall provide SRTF services to Individuals who meet the following criteria:

2. Be eighteen (18) years or older; and
3. Be referred through Choice Model process OR through Psychiatric Security Review Board; and
4. Be approved by County in collaboration with Contractor, the program treating referral hospital, responsible Community Mental Health Program (CMHP) and/or the Coordinated Care Organization (if enrolled) responsible for the Individual.; and
5. Have an Axis I Diagnosis according to the Diagnostic and Statistical Manual of Mental Disorders and
5. Be currently approved for payment through OHP, Choice Model, PSRB; or pre-approved for indigent client MHS 28 Part C invoicing.
6. Details as outlined in this section pertain to each individual served at the SRTF, regardless of funding source.

2. **County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:

1. County will maintain primary responsibility for screening and approval of admissions to the residential treatment Facility and will provide Residential Specialist staff and/or PSRB Coordinator to participate in this process. Screenings will be conducted in coordination with Contractor's SRTF staff, however, any resident accepted for admission to the facility must also be approved by the County for placement. PSRB Coordinator staff will also provide regular outreach and coordination with Contractor's SRTF staff.
2. County will maintain primary responsibility for PSRB monitoring and reporting in accordance with the agreement executed between County and OHA, Agreement #173133.
3. As appropriate, County agrees to provide a letter of support to Contractor as part of certification application outlined in 1(B)(2) for Contractor to operate as an Outpatient Mental Health Provider within Deschutes County and to provide the required monitoring and oversight in coordination with Oregon Health Authority.

**EXHIBIT 1B
STATEMENT OF WORK
RESIDENTIAL TREATMENT HOME**

WHEREAS, Contractor has acquired two (2) properties to be licensed as residential treatment homes that have been approved by County and State of Oregon (hereinafter referred to as "Facilities") for individuals enrolled in behavioral health programs; and

WHEREAS, the parties agree that residential treatment homes is a preferred behavioral health care model in Central Oregon to provide residential behavioral health services;

WHEREAS, Contractor owns, manages and is capable of operating the Facilities; and

WHEREAS, County has an agreement with the State of Oregon to ensure that County has a minimum of six (6) beds for clients who qualify for Choice Model services (formerly known as AMHI and/or ENCC services).

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

1. Contractor shall perform the following work:

Contractor shall provide 24-hour Residential Treatment Home (RTH) services for up to ten (10) residents that have been jointly approved by County and Contractor. Contractor shall provide RTH services described in the attached Service Description, Exhibit 1A titled "Residential Treatment Services". Services shall be delivered in a facility licensed as a RTH, in accordance with OAR 309-035-0100 through 309-035-0225, as such rules may be revised from time to time.

Contractor shall also provide out-patient mental health services to RTH residents in accordance with OAR 309-15-0000 through 309-015-0060 "Medicaid Payment for Psychiatric Hospital Inpatient Services" and OAR 309-019-0100 through 309-019-0220 Outpatient Behavioral Health Services". Contractor shall screen and assess Individuals for tobacco use, and offer tobacco cessation resources to individuals choosing to quit.

Service 1: Residential Treatment Home (RTH):

A. The purpose of RTH services is to stabilize resident's psychiatric symptoms, improve independent living skills, and then discharge the resident into an appropriate and safe level of community services of less intensity as clinically appropriate.

B. Contractor shall provide 24-hour RTH services for up to ten (10) residents. Contractor shall provide RTH services described in the attached Exhibit 1A, Service Description titled "Residential Treatment Services", in accordance with OAR 309-035-0100 through 309-035-0225, in homes at two (2) locations in Deschutes County.

C. Services shall include:

- 1) Non-inpatient Mental Health Treatment Services in accordance with OAR 309-039-0500 through OAR 309-039-0580;
- 2) Residential Treatment Services, in accordance with OAR 309-035-0100 through OAR 309-035-0225;
- 3) Medicaid reimbursable service billings in accordance with the Health Systems Division: Medical Assistance Programs 410-120-0000 through 410-120-1980; Medicaid Payment for Psychiatric Hospital Inpatient Services as listed in OAR 309-015-0100 through 309-015-0060; and Outpatient Behavioral Health Services 309-019-0100 through 309-019-0220.
- 4) Contractor must enroll all Individuals served in Oregon State's Measures and Outcomes Tracking System (MOTS) within twenty-four (24) hours of admission and disenroll within twenty-four (24) hours of discharge.
- 5) Residential Screening Process: The Contractor must jointly participate with the County in a screening process for all potential admissions to a RTH facility. Contractor understands that the County must also approve any individual admitted to the facility.

D. The Contractor must ensure the following at the Facility where RTH services are provided:

- 1) Currently have in place and maintain throughout the life of this Agreement, licensing as a Residential Treatment Home as defined in OAR 309-035-0100 through 309-035-0225.

- 2) Contractor must obtain and maintain any other licenses and/or certifications as necessary or required by law or administrative rule for a provider of RTH services and as an operator of the facility. This will include Contractor maintaining approval under OAR 309-035-0115, "Licensing".
- 3) Contractor agrees to provide only those outpatient behavioral health services that are required for Contractor's role as a residential treatment provider. Contractor agrees to not utilize this certification to establish or provide any other outpatient services within Deschutes County unless expressly approved by County under separate agreement.

E. Contractor shall provide RTH services to individuals who meet the following criteria:

- 1) Be eighteen (18) years or older; and
- 2) Be referred by the Oregon Health Authority (OHA) Choice Model and approved by County in collaboration with the program treating referral hospital, responsible Community Mental Health Program (CMHP) and/or the Coordinated Care Organization (if enrolled) responsible for the Individual; and
- 3) Have an Axis I Diagnosis according to the Diagnostic and Statistical Manual of Mental Disorders; and
- 4) Be currently approved for Long Term Psychiatric Care by Choice Model; or
- 5) Be referred directly by Deschutes County in accordance with County Bed Referral procedures; or
- 6) Be a Medicaid eligible individual in a benefit category that allows for payments for Medicaid Rehabilitative Services; or be pre-approved for indigent client MHS 28 Part C invoicing.

2. County Services. County shall provide Contractor, at County's expense, with material and services described as follows:

- A. County will maintain primary responsibility for screening and approval of admissions to the residential treatment facilities and will provide Residential Specialist staff to participate in this process. Screenings will be conducted in coordination with Contractor's RTH staff, however, any resident accepted for admission to the facility must also be approved by the County for placement. Residential Specialist staff will also provide regular outreach and coordination with Contractor's RTH staff.
- B. As appropriate, County agrees to provide a letter of support to Contractor as part of certification application for Contractor to operate as a Residential Treatment Home Provider within Deschutes County.
- C. County agrees to provide all other out-patient behavioral health services including but not limited to: medication management, individual and group therapy and supported employment services.

**EXHIBIT 1C
RESIDENTIAL TREATMENT SERVICES
SERVICE ELEMENT DESCRIPTION**

This Service Description (Exhibit 1C) is incorporated by reference herein to the extent that it is applicable to the Agreement between Contractor and County. Contractor agrees to comply with the provisions of the Service Description as of the effective date of such regulations, applicable provisions of the Administrative Rules and Procedures of the Oregon Health Authority (OHA), applicable Federal regulations and all provisions of Federal and State statutes, relating to Contractor’s performance under this Agreement.

Service Name: **NON-OHP COMMUNITY AND RESIDENTIAL ASSISTANCE**
Service ID Code: **MHS 17**

a. Service Description

Providers need flexibility when submitting invoices for services provided under a variety of different service elements. OHA has consolidated the invoiceable services, paid from Part C funds, from multiple service elements into MHS 17. This flexibility allows OHA to use funding provided by MHS 17 and reduce the number of agreement amendments issued to transfer funds from one service element to another. The MHS 17 funding is allocated as a single pool that is used to pay for the invoiceable services described in the Service Elements listed below.

These Service Elements and the invoiceable service components for each are referenced by title and exist in detail in “Exhibit B-1, Service Descriptions” of the Agreement between Deschutes County and OHA #173133:

- (1) MHS 26 – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION;
- (2) MHS 27 – RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION;
- (3) MHS 28 – RESIDENTIAL TREATMENT SERVICES;
- (4) MHS 30 – MONITORING SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD;
- (5) MHS 34 – ADULT FOSTER CARE SERVICES;
- (6) MHS 36 – PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)
- (7) Within the above Service Elements, any Specialized Requests for management of physical or health problems, including, but not limited to, seizures, incontinency, diabetes, and pain management require a Prior Authorization from OHA, using the Intensive Services Request Form located at <https://www.oregon.gov/OHA/HSD/OHP/Pages/MH-Rates.aspx>.

b. Authorization, Monitoring, and Review

- (1) For Services to non-Medicaid-eligible Individuals indicated in the Exhibit B-1, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the period shown and do not carry forward into the following years’ allotments.
- (2) Funding for Specialized Requests, (1) (g) above, will follow a process to assure necessity of services required by an Individual in exception need, that would not fit within the Intensive Services Requests of the Rate Review Committee (RRC), with the following structure:
 - (a) A proposal is then reviewed by a minimum of two clinicians to assure initial necessity of services considering the current circumstances, history of interventions, limits of current resources and potential plans for stabilization.
 - (b) If there is sufficient initial necessity, then the proposal will be reviewed by the RRC to determine a recommendation of approval or denial.

- (c) If approved, the Specialized Request will follow the same process indicated in (2)(a), "Authorization, Monitoring and review."

(3) If denied, the requestor will be notified in writing with rationale determined by the RRC.

c. Performance Requirements

Providers submitting invoices for payment under any of the Service Elements identified in Section (1) above must meet the conditions shown in the specific Service Element in Exhibit B-1 to receive prompt and complete payment of invoices.

d. Reporting Requirements for MOTS

All Individuals receiving Services under Service Element(s) A&D 03, 61, 62, 63, 64, 65, 66, 67, and/or MHS01, 04, 05, 08, 09, 13, 15, 20, 25, 26, 27, 28, 30, 34, 35, 36, 39 with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's "MOTS Reference Manual," located at: <https://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the "Who Reports in MOTS Policy," as follows:

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- 1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- 2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- 3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- 4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/ or substance abuse services).
- 5) Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhsosha.state.or.us.

e. Special Reporting Requirements

None.

f. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures (language referenced from OHA 173133, Exhibit D, Payment, Settlement, and Confirmation Requirements, Payment and Settlement language, Section 1.b through 1. d)

OHA uses either Settlement or Confirmation of Performance requirements at the end of each contracting period. The specific requirement will be listed in each individual Service Description. 1.b. Part A Awards:

OHA provides financial assistance for Services through Part A awards for non-Medicaid eligible Services. County and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services, for Service Elements MHS 01, 08, 09, 10, 12, 13, 15, 16, 20, 24, 25, 26, 27, 28, 31, 34, 36, and A&D 61, 63, 65, 66, and 67.

(1) Calculation of Financial Assistance: OHA will provide financial assistance for Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to that line of the Financial Assistance Award during the period specified in that line. The total of OHA funds for all Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an

“A” in column “Part ABC,” shall not exceed the total of awards for Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.

(2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part A allotments for Services provided under a particular line of the Financial Assistance Award containing an “A” in column “Part ABC,” to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:

- (a) OHA may, upon written request of County, adjust monthly allotments;
- (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for Services provided under that line of the Financial Assistance Award; and,
- (c) OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS and other reports in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections or applicable special conditions.

1.c. Part B Awards:

Part B is used for any award or payment that is made outside of the State Financial Management Application (SFMA) payment system. For this Agreement, an example of that type of system is the Medicaid Management Information System (MMIS). Part B Limitation awards are not disbursed or settled under this Agreement, but may be included for budgetary purposes.

- (1) Part B awards are calculated and applied as follows:
 - (a) The provider of Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid Community Mental Health, or Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services for Medicaid-eligible Individuals through MMIS as outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at: <https://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100>.

- (b) OHA calculates the rates and then processes claims through OHA’s MMIS. Part B Limitation is calculated, and payment is made through MMIS directly to the Service Provider on a fee-for-services (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: <https://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx>; and

- (c) OHA will provide notice to County in a timely manner if there is a change in rates, which shall be established by OHA’s Rate Standardization Committee in its sole discretion. All Medicaid reimbursable service billings shall be in accordance with OHA HSD’s Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

1.d. Part C Awards:

- (1) Part C awards are calculated and applied as follows:

Unless a different disbursement method is specified in that line of Exhibit C, “Financial Assistance Award,” OHA will disburse the Part C funds for Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to amhcontract.administrator@dhs.oha.state.or.us with the subject line “Invoice, contract # (your contract number), contractor name.” Financial assistance provided by OHA shall be subject to the limitations described in this Agreement.

- (a) For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.
- (b) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the time period shown and do not carry forward into following years’ allotments.

**EXHIBIT 1D
DESCHUTES COUNTY HEALTH SERVICES
COMPREHENSIVE INCIDENT REPORTING**

1. Definitions:

A. 370 Status

The primary treatment goals for clients under a 370 order are stabilization and achieving a level of capacity so they may cooperate with attorneys and participate in their own defense (ORS 161.370).

B. Aid and Assist

Certified examiners who periodically evaluate clients who are under 370 status. Examiners evaluate clients to determine whether they are able to aid and assist in their defense and are ready to return to court. By statute, the evaluations are due within ninety (90) days of admission, one hundred eighty (180) days of admission and then every one hundred eighty (180) days after that. Treatment teams may request an evaluation as soon as they believe clients are ready.

C. Community Restoration

This set of services includes competency restoration and periodic assessment of a defendant's capacity to stand trial as required in ORS 161.370 while the defendant resides in the community. These services are required to restore an individual's ability to "aid and assist" in their own defense, before the person can stand trial. Forensic evaluations are performed by specially trained and qualified professionals for the purpose of evaluating competence to "aid and assist" in Oregon. Community Restoration evaluation is performed by clinicians from Deschutes County Health Services

C. Critical Events

Critical events are matters concerning safety for client and/or safety for community and potentially creates a liability concern. An example of liability issue would be a high-risk elopement.

D. Elope

To abscond, depart, leave, or walk away. If a person under the jurisdiction of the PSRB elopes without permission from a facility, they have unlawfully eloped and members may be contacted to bring that person back to the facility. ORS 161.336(4)(a).

2. Approvals of Passes/Privileges:

Contractor shall implement a pass review process for clients consistent with current Psychiatric Security Review Board (PSRB) Pass Review process. This process shall include the following:

A. Designated County staff shall attend Contractor treatment team meeting every other week to participate in approval and planning of pass status for all clients on Community Restoration, 370 status, or civilly committed and residing at applicable Contractor location.

B. Prior to treatment team meeting, Contractor shall notify designated County staff which clients shall be reviewed for pass privileges that week.

C. Contractor shall coordinate treatment review allowing for designated County staff to be present for the review of all applicable clients that week (bundling client information is preferred).

D. Contractor will adhere to the agreement between Contractor and District Attorney for approval on passes for applicable clients on 370's.

E. Contractor shall ensure all clients on a pass carry a GPS device. GPS tracks will be monitored and reviewed upon return from pass.

F. Disagreements related to the approval/disapproval shall be escalated to County supervisors, then County management, and finally County medical director until there is a mutual agreement between all parties. County shall have final say regarding the approval/disapproval of a client pass.

G. Contractor will implement the following changes in Contractor's policy, procedures and training as it relates to pass approval.

- i. Standardized training on assessments shall be required for staff to identify risk factors.
- ii. Written protocol regarding how clients obtain pass status that is in coordination with current PSRB protocol.
- iii. Retraining Line of Site for all applicable staff. Quarterly Line of Site refresher training for all applicable staff.
- iv. Elopement Risk Assessment training specific to decision making tied to elopement for all applicable staff.
- v. Develop and implement a pre-outing meeting with client, reviewing expectations and group cohesion for pass.
- vi. Focus on culture. Create a welcoming culture.

3. Incident Report Responses

Contractor shall include the following in Contractor’s administrative review of incidents:

A. Why did the incident occur; what likely lead to the incident?

- Accident
- Adverse Drug Event
- Communication
- Distraction or interruption
- EMR Related Problem
- Environmental Problem
- Equipment
- Training/Education
- No Investigation indicated
- Non-compliance with policy or protocol
- Other (add detail in notes)
- Client Condition
- Client Error
- Staff Error
- Staff Inappropriate Behavior/Attitude
- Staffing Problem
- Supplies Problem

B. What was the follow-up related to the reason for the incident?

- Communication Process Enhancement
- Education/Training of Client
- Education/Training of Staff
- Environmental change required
- Counsel Caregiver
- Manager tracking and trending
- Policy/Procedure Updated/Changed
- Notify Fire Department
- Notify Law Enforcement
- No Action Required
- Other (add description in notes)

4. Critical Events

Critical events shall follow a specific pathway for review by County.

A. Critical events shall be escalated as follows:

- i. Contractor Administrator
- ii. ENCC – Enhanced Needs Care Coordinator-“ENCC – Exceptional Need Care Coordination” is a title of a Provider delivering Choice Model Services and emphasizes the role of coordinating and connecting new services that are specifically matched to the target population described in the Service Description. In addition, ENCCs also assist but not lead, in the placement of other clients outside of the target population as a resource.
- iii. County Supervisor
- iv. County Manager

- B. Critical events and elopements shall be emailed by designated Contractor staff directly to the ENCC, Contractor Supervisor of the Housing Team and County Manager of Intensive Adult Services within twenty-four (24) hours of the event. Contractor Administrative Response shall be emailed within seventy-two (72) hours of the event.
- C. Contractor designated staff shall immediately notify County MCAT team by phone when critical events occur after business operating hours and on weekends or applicable holidays.
- D. Client Elopements – Contractor shall attach the pass assessment form to all incident reports on clients eloping from passes.
- E. Any critical event, high risk elopement or clusters of elopements shall trigger Root Cause Analysis and QAPI review. QAPI: QAPI is the merger of two approaches to quality management, Quality Assurance (QA) and Performance Improvement (PI). Both involve seeking and using information, but they differ in key ways: QA is a process of meeting quality standards and assuring that care reaches an acceptable level.
- F. Designated County staff shall be involved in all Quality Reviews/RCA/Debriefs when a critical event has occurred.

EXHIBIT 2
DESCHUTES COUNTY SERVICES AGREEMENT
Agreement No. 2021-260
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 Agreement. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

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 type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input checked="" type="checkbox"/> \$3,000,000	<input checked="" type="checkbox"/> \$5,000,000

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

The amounts indicated above, and not less than \$1,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 03, A&D 60, A&D 62, , A&D 63, A&D 64, A&D 65, A&D 66, A&D 81, A&D 82, A&D 83, MHS 01, MHS 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS30, MHS 34, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39.

The amounts indicated above, and not less than \$2,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28A, MHS 31.

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 type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input checked="" type="checkbox"/> \$3,000,000	<input checked="" type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes covering bodily injury, death, and property damage in a form and with coverages satisfactory to OHA, and not less than \$1,000,000. This insurance shall include personal injury liability, products and completed operations.

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 amounts indicated above, determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 03, A&D 60, A&D 61, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 67, A&D 71, A&D 80, A&D 81, A&D 82, A&D 83, MHS 01, MHS 04, MHS 05, MHS 06, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39.

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

- \$1,000,000
- \$2,000,000
- \$3,000,000

Automobile Liability insurance coverage for all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

The amount indicated above, and not less than \$1,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, A&D 83, MHS 04, MHS 06, MHS 09, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 34, MHS 34A, MHS 36, MHS 37, MHS 39.

The amount indicated above, and not less than \$2,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: MHS 27, MHS 28, MHS 28A.

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

Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance must include the Deschutes County, the State of Oregon, their officers, employees, volunteers and agents as Additional insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. Contractor or Contractor's insurer must provide written notice to County at least thirty (30) calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County for all required insurance before Contractor performs under the Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and Individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

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

Workers Compensation. 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 not be 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.

Signature: *Sarah Key*

Email: sarah.key@deschutes.org

Title: Loss Prevention Coordinator

Company: Deschutes County Risk Management

**Exhibit 3
DESCHUTES COUNTY SERVICES AGREEMENT
Agreement No. 2022-017**

**Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.**

Contractor shall comply with the following federal requirements herein when federal funding is being used and the extent that the requirements are applicable to the agreement for services determined and agreed to by and between Contractor and County. For the purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** 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 U.S. 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 itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to Contractor under this 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 (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery. Contractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits. Contractor shall comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient (as defined in 45 CFR 75.2) or contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient or contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient or contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. If a sub-recipient or contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

8. 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.

9. Drug-Free Workplace. Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while

providing Services to OHA clients. Contractor’s notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, 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) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (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 my result in termination of this Contract.

10. Pro-Children Act. Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

12. Medicaid Services. To the extent Contractor provides any service in which costs are paid in whole or in part by Medicaid, Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396 a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor’s understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

12. ADA. Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

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

14. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. 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.

15. Special Federal Requirements Applicable to Addiction Treatment, Recovery & Prevention Services for Counties receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

- a. Order for Admissions:
 - (1) Pregnant women who inject drugs;
 - (2) Pregnant substance abusers;
 - (3) Other Individuals who inject drugs; and,
 - (4) All others.
- b. Women's or Parent's Services. If Contractor provides A&D 61 and A&D 62 Services, Contractor must:
 - (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
 - (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care.
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.
- c. Pregnant Women. If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:

- (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such services within 48 hours;
 - (2) If Contractor has insufficient capacity to provide treatment services to a pregnant woman, Contractor must refer the women to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and,
 - (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- d. Intravenous Drug Abusers. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7calendar days.
 - (3) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the Individual to another provider with treatment capacity, admit the Individual to treatment not later than:
 - (a) 14 calendar days after the request for admission to Contractor is made; or
 - (b) 120 calendar days after the date of such request if no provider has the capacity to admit the individual on the date of such request and, if interim services are made available not less than 48 hours after such request.
 - (c) If Contractor has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus(HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
- e. Infectious Diseases. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from 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.

- f. OHA Referrals. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. Barriers to Treatment. Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:
 - (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication.
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. Misrepresentation. Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made of OHA.
- i. Oregon Residency. Addiction Treatment, Recovery & Prevention, and Problem Gambling 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.
- j. Tobacco Use. If Contractor has Addiction Treatment, Recovery & Prevention 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.
- k. Client Authorization. Contractor must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention 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 Treatment, Recovery & Prevention Service to that Individual.

16. Special Federal Requirements Applicable To Addiction Treatment, Recovery, & Prevention Services for Counties Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.

Funding requirements. TANF may only be used for families receiving TANF, and for families at risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages 18 years old or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR 263. Only non-medical Services may be provided with TANF Block Grant funds.

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

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) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2. County may not use funds received under applicable agreement with Oregon Health Authority for inherently religious activities, as described in 45 CFR Part 87.

19. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.

20. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

Exhibit 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-017

CONFIDENTIALITY AGREEMENT

1. INTRODUCTION

This Confidentiality (the "Agreement") is entered into as of January 1, 2022 by and between Telecare Mental Health Services of Oregon, Inc., ("Contractor") and Deschutes County, a political subdivision of the State of Oregon, acting by and through its Health Care Component, Deschutes County Health Services ("Covered Entity").

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 (E PHI), 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 "E PHI" 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 Health Care Component means a Deschutes County department, office or division, that regularly provides healthcare services or that regularly creates, accesses, uses or maintains PHI, and that Deschutes County has designated as a HIPAA-covered component of the County.
- 2.4 "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 either Party from or on behalf of either Party, or is created by either Party, or is made accessible to either Party by either Party.
- 2.5 "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.
- 2.6 "Services" means Secure Residential Treatment Facility Services provided by Contractor's staff, as part of services identified in the Deschutes County Services Agreement to which this Exhibit 4 is attached.

2.7 "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, retention, or analysis of such information to, from or within either Parties' organization.

3. AGREEMENT

Each Party agrees that it shall:

- 3.1 not use PHI except as necessary to provide the Services.
- 3.2 not disclose PHI to any third party without the other Party's prior written consent, except as required by law;
- 3.3 not use or disclose PHI except as permitted 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 the other Party any use or disclosure of PHI not permitted by this Agreement of which it 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 Party's compliance with HIPAA.
- 3.9 ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Party agree to the same restrictions, conditions, and requirements that apply to the Party with respect to security and privacy of such information.
- 3.10 make PHI available to the other Party as necessary to satisfy the other Party'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.
- 3.11 make any amendment(s) to PHI in a designated record set as directed or agreed to by the other Party pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the other Party's obligations under 45 CFR 164.526.
- 3.12 to the extent the a Party is to carry out one or more obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Party in the performance of such obligation(s).
- 3.13 If a Party (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 a Party's books and records relating to the use and disclosure of PHI, the Party, to the extent it is not legally prohibited from so doing, shall promptly notify the other Party and cooperate with the other Party in connection with any reasonable and appropriate action the Parties deem necessary with respect to such PHI.
- 3.14 If any part of a Party'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 either Party, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
 - B. report to the other Party any security incident relating to the EPHI that either Party maintains.

4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- 4.1 Parties agree 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. Parties will, following the discovery of a HIPAA Breach, notify the other Party immediately and in no event later than seven (7) business days after Party discovers such HIPAA Breach, unless the Party 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 the other Party, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to a Party or, by exercising reasonable diligence, would

have been known to the Party. Parties 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 Party. No later than seven (7) business days following a HIPAA Breach, Party shall provide the other Party with sufficient information to permit the other Party 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) a Party, the Party will provide the other Party 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 Party 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 the Party may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, the Party will have a continuing duty to inform the other Party of new information learned by Party 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, Parties agree 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, a Party 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. Each Party shall indemnify, defend and hold the other Party harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the Party’s use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) the Party’s breach of any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information.

5. OTHER PROVISIONS

- 5.1 A breach under this Agreement shall be deemed to be a material default in the Parties’ Room Use Agreement.
- 5.2 Both Parties authorize termination of this Agreement by the other Party if a Party determines the other Party has violated a material term of this Agreement.
- 5.3 To the extent there are any inconsistencies between this Agreement and the terms of any terms of any other agreement, either written or oral, between County and Clinic, the terms of this Agreement shall prevail.
- 5.4. Contact Information in the event of HIPAA Data Breach or Termination.
 - A. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Covered Entity or Business Associate at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
 - B. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
 - C. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
 - D. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

To Covered Entity:	Copy to Privacy Officer	To Contractor:
Janice Garceau, Deputy Director	Kayla Sells, Privacy Officer	Leslie Davis
Deschutes County Health Services	Deschutes County Health Services	Telecare Mental Health Service of Oregon, Inc.
2577 NE Courtney Dr.	2577 NE Courtney Dr.	1080 Marina Village Pkwy, Suite 100
Bend, Oregon 97701	Bend, Oregon 97701	Alameda, CA 94501
Fax No. 541-322-7565	Fax No. 541-322-7565	Phone No. 510-337-7950
Janice.garceau@deschutes.org	kayla.sells@deschutes.org	Email:

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed, either as individuals, or by their officers, thereunto duly authorized.

Signature: Janice Garceau
Janice Garceau (Feb 1, 2022 09:04 PST)
Email: janice.garceau@deschutes.org
Title: Behavioral Health Director
Company: Deschutes County Health Services

Signature: Leslie J Davis
Leslie J Davis (Feb 10, 2022 15:03 PST)
Email: ldavis@telecarecorp.com
Title: SVP and CFO
Company: Telecare Corporation

Exhibit 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-017

REQUIRED PROVIDER CONTRACT PROVISIONS

Oregon Health Authority Exhibit I of OHA #173133 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 Addiction Treatment, Recovery & Prevention and Problem Gambling Services, Contractor may not use the funds paid to Contractor under this Contract for such services:
 - (1) Provide inpatient hospital services;
 - (2) Make cash payments to intended recipients of health services;
 - (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
 - (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)), which generally prohibits funds provided under this Contract from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
 - d. Contractor may expend funds paid to Contractor under this Contract only in accordance with federal OMB Circular or 45 CFR Part 75, as applicable on Allowable Costs. If Contractor receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Contractor, if subject to this requirement, shall at Contractor’s own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Contractor responsible for the financial management of funds received under this Contract. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Contractor may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.

2. Records Maintenance, Access and Confidentiality.

- a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State’s Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.

- b. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of 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 an Individual record for each Individual who receives services under this Contract. The Individual 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 conclusion summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Contractor shall retain Individual 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 an Individual's Information.** Contractor shall maintain the confidentiality of records of Individual's as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of Individual's 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 Agreement must enroll and maintain that Individual's record in Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers;

- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data. If there are any questions, contact MOTS Support at MOTS.Support@dhsosha.state.or.us.

- 3. **Alternative Formats of Written Materials.** In connection with the delivery of Program Element Services, Contractor shall make available to Client, without charge, upon the Client’s reasonable request:
 - a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailled documents, and large print upon request. If Provider does not have access to such alternate formats, then Provider can request written materials in the Client’s preferred format from OHA.
 - b. All written materials related to the services provided to the Client in the Client’s language. If Provider does not have access to such languages, then Provider can request written materials in the Client’s preferred format from OHA.
 - c. Oral interpretation services related to the services provided to the Client in the Client’s language.
 - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. Provider shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Client’s who are deaf or hard of hearing and whose preferred mode of communication is sign language.

For purposes of the foregoing, “written materials” means created by Contractor, in connection with the Service being provided by the requestor. The Contractor may develop its own forms and materials and with such forms and materials the Contractor shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Contractor, in the prevalent non-English language(s) within the Contractor’s service area.

- 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.
 - b. 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 3, Required Federal Terms and Conditions, Section 14, 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 or related to client rights, OAR 943-005-0000 through 943-005—0070, prohibiting discrimination against individuals with disabilities;
 - (c) all state laws requiring reporting of abuse of an Individual; and
 - d. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the

required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H "Required Federal Terms and Conditions," to the certain January 1, 2022 to December 31, 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of January 1, 2022, 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 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 Agreement.
- 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 Agreement.
- 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 ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all Claims.
- 12. Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.

**Exhibit 6
 DESCHUTES COUNTY SERVICES CONTRACT
 Contract No. 2022-017
 CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE NUMBER LISTING**

If County purchases a Service, or portion thereof, from a subcontractor, the contract or agreement must be in writing, identify for subcontractor the amount of federal funds included in the contract or agreement, provide the CFDA number, and contain each of the provisions set forth in Oregon Health Authority Agreement with Deschutes County, Exhibit I, "Required Provider Contract Provisions," in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law or that are necessary to implement service delivery in accordance with the applicable service descriptions and/or statement of work.

Deschutes County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
MHS 01	System Management and Coordination		N/A	
A&D 03	System Management and Coordination - Addictions Services		N/A	
A&D 60	Start-Up - Addictions Services		N/A	
A&D 61	Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services		N/A	
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Addition Residential Treatment		N/A	
A&D 63	Peer Delivered Services		N/A	
A&D 64	Housing Assistance		N/A	
A&D 65	Intoxicated Driver Program Fund (IDPF)		N/A	
A&D 66	Community Behavioral and Addiction Treatment, Recovery & Prevention Services	Subrecipient	SAPT	93.959
A&D 67	Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity		N/A	
A&D 71	Youth Addiction, Recovery & Prevention Residential Treatment Services		N/A	
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Respite Treatment Services		N/A	

Deschutes County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
A&D 84	Problem Gambling Client Finding Outreach Services		N/A	
MHS 04	Aid and Assist Client Services		N/A	
MHS 05	Assertive Community Treatment Services		N/A	
MHS 08	Crisis and Acute Transition Services (CATS)	Subrecipient	MHBG	93.958
MHS 09	Jail Diversion		N/A	
MHS 10	Mental Health Promotion and Prevention Services		N/A	
MHS 12	Rental Assistance Program Services		N/A	
MHS 13	School-Based Mental Health Services		N/A	
MHS 15	Young Adult Hub Programs (YAHP)		N/A	
MHS 16	Peer Delivered Services (PDS)		N/A	
MHS 16A	Veterans Peer Delivered Services		N/A	
MHS 17	Non-OHP Community and Residential Assistance		N/A	
MHS 20	Non-Residential Mental Health Services For Adults	Subrecipient	MHBG	93.958
MHS 22	Non-Residential Mental Health Services For Child and Youth		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community MH Crisis Services for Adults and Children		N/A	
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults In Transition	Subrecipient	MHBG	93.958
MHS 26A	Early Assessment and Support Alliance (EASA)		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile		N/A	

Deschutes County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
	Panels of the Psychiatric Security Review Board			
MHS 31	Enhanced Care and Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	
MHS 35	Older or Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Resident Review Services (PASRR)		N/A	
MHS 37	Start-Up - Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)	Subrecipient	PATH	93.150



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 23, 2022

SUBJECT: Consideration of Board Signature of Premise Health Agreement, Document No. 2022-057 for DOC Health Center

RECOMMENDED MOTION:

Move approval of Board Signature

BACKGROUND AND POLICY IMPLICATIONS:

Premise Health was awarded contract to operate both the clinic and pharmacy beginning 1/1/2022 after the Request for Proposal (RFP) process was completed in 2021.

Premise Health to staff the Deschutes Onsite Clinic (doc), including Wellness. Premise Health also to provide medical services at the Deschutes County Juvenile Detention Center. Premise Health will operate the doc with their staff and electronic medical records (EMR) system. Premise Health staffs the doc Pharmacy and supplies the pharmacy with necessary goods and pharmacy dispensing information systems.

BUDGET IMPACTS:

The 2022 doc Clinic budgeted expenditure of \$1,495,858

The 2022 doc Pharmacy budgeted expenditure of \$2,509,253

ATTENDANCE:

Kathleen Hinman, Director of Human Resources and Trygve Bolken, Human Resources Analyst

~~10~~ DESCHUTES COUNTY DOCUMENT SUMMARY

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

Please complete all sections above the Official Review line.

Date: 2/14/2022

Department: Human Resources

Contractor/Supplier/Consultant Name: Premise Health

Contractor Contact: Tim Weil

Contractor Phone #: 203-583-1757

Type of Document: Service Agreement with Premise Health to operate the doc Pharmacy

Goods and/or Services: Premise Health staffs the DOC Pharmacy and supplies the pharmacy with necessary goods and pharmacy dispensing information systems

Background & History: We have been under contract with Premise Health since 2012. We requested proposals to operate the doc clinic and pharmacy beginning 1/1/2022. Premise Health was awarded both contracts. This is the new sserveie agreement contract to operate the pharmacy.

Agreement Starting Date: 01/01/2022

Ending Date: 12/31/2027

Annual Value or Total Payment: \$2,529,253.00

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

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

Funding Source: (Included in current budget? Yes No

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

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

Contact information for the person responsible for grant compliance:

Name:

Phone #:

Departmental Contact and Title: Trygve Bolken – HR Analyst

Phone #: 541-317-3154

Department Director Approval: Kathleen Himm 2-14-2022
Signature Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Official Review:

County Signature Required (check one):

- BOCC (if \$150,000 or more) – BOARD AGENDA Item
- County Administrator (if \$25,000 but under \$150,000)
- Department Director - Health (if under \$50,000)
- Department Head/Director (if under \$25,000)

Legal Review _____ Date _____

Document Number 2022-058

Standard Deschutes County Service Contract

**DESCHUTES COUNTY SERVICES CONTRACT
NO. 2022 - 057**

REVIEWED
mm
LEGAL COUNSEL

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Human Resources Department (County) and Premise Health Employer Solutions, LLC (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be January 1, 2022. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on December 31, 2023. Deschutes County may extend the agreement for up to five (5) years in one (1) year increments based on Contractor's performance, County needs and available funding. Contract termination shall not extinguish or prejudice either party's right to enforce this Contract with respect to any default by either party that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.
Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.
Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: _____
Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No
Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. **NOTE:**

Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

Signature Title

Name (please print) Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 20____ Dated this _____ of _____, 20____

DESCHUTES COUNTY

PATTI ADAIR, Chair, County Commissioner

ANTHONY DeBONE, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in the Budget attached to this Agreement as Exhibit 7. Contractor shall invoice County for the Services described in the SOW or any subsequent SOW or approved Budget Detail, as well as the Expenses set forth in the Budget. All Contractor invoices (except those which are subject to good faith dispute for reasons set forth in writing within 15 business days of submission) shall be payable 30 days from the date of the invoice. If any amount is disputed by County in good faith, County shall timely notify Contractor and the Parties shall negotiate in good faith to resolve the dispute. County will pay Contractor invoices by electronic funds transfer. If County utilizes a third party procurement or payables vendor to pay Contractor, Contractor will assess a one percent (1%) administrative fee and pass through to County any costs incurred for submitting invoices to or accepting payment from such vendor. Unpaid invoices shall accrue interest at the rate of 1.5% per month beginning 10 days following the due date of the invoice.
3.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall identify amounts due and hours worked each month by position and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems reasonably necessary to verify work has been properly performed in accordance with the Contract.
4. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County, which shall not be unreasonably withheld, except that Contractor may delegate or assign its obligation to perform certain of the services under this Contract to a professional corporation, professional association, or similarly structured legal entity, duly qualified in the state or Oregon and further, except that Contractor may assign its rights and delegate the Services hereunder to an affiliate or in connection with a sale, merger, acquisition, reorganization, or by operation of law, provided that any successor in interest shall be financially able and qualified to provide Services without negative impact on County. The County will be consulted regarding decisions to delegate or subcontract work with material impact on the County.
 - a. Other than as permitted in the Contract, any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem reasonably necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
5. **No Third Party Beneficiaries.**
 - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as

intended beneficiaries of this Contract.

6. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. **Early Termination.** This Contract may be terminated as follows:
- a. **Mutual Consent.** County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. **For Cause.** County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions; provided, that no termination of this Contract shall be effective during and prior to the expiration of any patient notice period required to be given by Contractor or its Health Care Personnel under applicable state or federal law.:
 - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
 - c. **Contractor Default or Breach.** The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
 - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof and, such failure continues after 30 days written notice to Contractor,.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 30 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
 - d. **County Default or Breach.**
 - 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 30 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.
8. **Payment on Early Termination.** Upon termination pursuant to paragraph 6, payment shall be made as follows:
- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if County has not notified Contractor of a breach of this Contract. . Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
 - b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination.
 - c. If terminated under subparagraphs 6c-e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date.:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) Subject to the limitations under paragraph 8 of this Contract.
9. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under

this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- b. If terminated by the County due to a breach by the Contractor or by Contractor do to a breach by County, the non-breaching party may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract and declaration of ineligibility for the receipt of future contract awards.
- c. Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then County may seek to recover from the Contractor the amount of any reasonable excess.
- d. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- e. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- f. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- g. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

10. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are needed to complete the work and that are or would be deliverables had this Contract been completed.

11. Work Standard.

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

12. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

13. Insurance. Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

14. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is entitled to reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses incurred by Contractor shall be charged to County at the amounts set forth on the agreed upon annual budget detail.

- c. The cost of any subcontracted work approved in this Contract shall be charged to County at the amounts set forth on the budget.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

15. Criminal Background Investigations. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County to the extent permitted by applicable law and, if such investigations disclose criminal activity, not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may request that such Contractor employee or agent no longer provide services for County.

16. Confidentiality. Each party shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Neither party shall use, release or disclose any information concerning any employee, client, applicant or person doing business with the other party hereto for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the other party, and if applicable, the employee, client, applicant or person.
- b. Each party shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Each party shall treat all information as to personal facts and circumstances obtained on Medicaid 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 Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. 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").
- f. Contractor shall reasonably 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.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. In the event that Contractor performs functions that deem it to be a Business Associate, as such term is defined in the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated or regulatory guidance issued in support thereof, as amended from time to time. The parties agree to enter into a separate Business Associate Agreement which will set forth the mutual promises and obligations of the parties with regard to HIPAA and the Services and which, if attached hereto, shall become a part of this Contract.

17. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract.

18. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County, County Internal Auditor, and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
 - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.

- 19. Ownership of Work.** All reports specifically created by Contractor that results from this Contract (the "Work Product") is the exclusive property of County.
- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed owner.
 - b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
 - c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
 - d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
 - e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
 - f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
 - g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
 - h. Notwithstanding anything to the contrary set forth in this RFP, medical records or information pertaining to the diagnosis or treatment of any patient which constitute medical records or Protected Health Information ("PHI") as defined by Federal Law under the Health Insurance Portability and Accountability Act of 1996, along with all rules, regulations, and amendments thereto ("HIPAA"), shall not be deemed to be owned by the County and shall not be Work Product or County's confidential information nor shall County have any right to review or access such Protected Health Information except as provided by law. The County and Contractor agree and acknowledge that Contractor created medical records containing PHI, as well as any other documents subject to HIPAA created or maintained by Contractor, are the records of Contractor or Contractor's personnel. In addition, notwithstanding anything to the contrary set forth in this RFP, data pertaining to the wellness of any individual that is generated as a result of using the wellness or fitness related services provided by Contractor is defined as "Personal Wellness Data." Personal Wellness Data shall not be deemed to be Work Product, shall not be owned by the County, and shall not be County's confidential information, nor shall County have any right to review or access such Personal Wellness Data. The County and Contractor agree and acknowledge that Contractor created records containing Personal Wellness Data are the records of Contractor or Contractor personnel.
 - i. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.
- 20. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:
<https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>.
- 21. Partnership.** County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
- 22. Indemnity and Hold Harmless.**
- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County 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 Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or

other proprietary right of any third party.

- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and 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.

23. Waiver.

- a. A party's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

24. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

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

26. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

27. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

*Premise Health Employer Solutions, LLC
 5500 Maryland Way, Suite 120
 Brentwood, TN 37027
 Email: legal@premisehealth.com
 Fax No.

To County:

Nick Lelack
County Administrator
1300 NW Wall Street, Suite 206
Bend, Oregon 97701
Fax No. 541-385-3202

- 28. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.
- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
 - b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
 - c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 29. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 30. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.
- 31. Representations and Warranties.**
- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
 - b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- 32. Representation and Covenant.**
- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
 - b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
 - c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.
- 33. Non-Solicitation.** At termination of this agreement, Contractor agrees to release all employees working at the Deschutes County sites from any applicable non-compete or non-solicitation agreement or any agreement that would otherwise preclude the employee from working for any other employer associated with providing services/work at the Deschutes County sites.

**EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT**

Contract No. 2022 - 057

STATEMENT OF WORK

This Statement of Work and the Schedules attached to this Statement of Work and incorporated herein by this reference (collectively, the "SOW") are effective as of January 1, 2022 and attached to, made a part of, and governed by the Services Contract, effective January 1, 2022 (the "Agreement"), by and between Deschutes County, a political subdivision of the State of Oregon ("Client") and Premise Health. To the extent that there is any conflict between the terms of this SOW, any other SOW, and the Agreement, the Parties agree that the terms of this SOW will govern. All capitalized terms used in this SOW that are not otherwise defined herein will have the meanings assigned to them in the Agreement.

**ARTICLE I
LOCATIONS AND SERVICES OFFERED BY LOCATION**

Premise Health operates Deschutes Onsite Clinic and Deschutes Juvenile Detention Center Clinic (each, a "Health Center") at the following locations:

- Deschutes Onsite Clinic (DOC)
1340 NW Wall St
Bend, Oregon 97703

- Deschutes Juvenile Detention Center Clinic (JDC)
63360 NW Britta St. Bldg. 1
Bend, Oregon 97701

Premise Health provides the products and services at the following locations:

Products & Services	DOC	JDC
Primary Care Schedule 1	X	
Primary Care Schedule 1 Section 1.13		X
Biometric Screening Schedule 1, Section 1.10	X	
DOT Medical Exams Schedule 2	X	
Drug/Alcohol Testing Schedule 4, Section 1.4	X	
Laboratory Services Schedule 3	X	
Occupational Health Schedule 4	X	
Travel Medicine Schedule 5	X	
Vaccines – Seasonal Flu and other Vaccines Schedule 6	X	

Wellness Coordination Schedule 7	X	
Women's Health Schedule 1, Section 1.5	X	

**ARTICLE II
DAYS AND HOURS OF OPERATION**

Services are provided during hours below excluding Client holidays. Hours of operation are set forth below, or as mutually agreed to by the Parties from time to time.

Core Services	DOC	JDC
Primary Care	Monday 7:00 am - 5:00 pm Tuesday 7:00 am - 6:00 pm Wednesday 7:00 am - 5:00 pm Thursday 7:00 am - 6:00 pm Friday 7:00 am - 5:00 pm 1 st & 3 rd Saturdays 8:00 am - 1:00 pm	Monday 7:30am - 11:30am Tuesday 11:00am - 3:00pm Wednesday 9:00am - 1:00pm Thursday 11:00am - 3:00pm Friday 11:00am - 3:00pm
DOT Medical Exams	Monday 7:00 am - 5:00 pm Tuesday 7:00 am - 6:00 pm Wednesday 7:00 am - 5:00 pm Thursday 7:00 am - 6:00 pm Friday 7:00 am - 5:00 pm 1 st & 3 rd Saturdays 8:00 am - 1:00 pm	
Occupational Health	Monday 7:00 am - 5:00 pm Tuesday 7:00 am - 6:00 pm Wednesday 7:00 am - 5:00 pm Thursday 7:00 am - 6:00 pm Friday 7:00 am - 5:00 pm 1 st & 3 rd Saturdays 8:00 am - 1:00 pm	
Wellness Coordination	Combined Total of 40 Hours/Week	

**ARTICLE III
STAFFING MODEL**

The Health Center is staffed with Premise Health personnel, as described in the table below and in the budget, included as Exhibit B. All clinical staff members are appropriately licensed or certified, as applicable, to perform the functions of the positions for which they were hired.

Locations are staffed with Premise Health personnel as detailed below.

Positions	DOC	JDC
Physician Oversight	0.1 FTE	0.05 FTE
Physician Assistant / Nurse Practitioner	2.0 FTE	Up to 4 hrs./wk.
Health Center Manager RN	1.0 FTE	
Licensed Practical Nurse	1.0 FTE	
Medical Assistant / Care Technician	1.0 FTE	
Wellness Coordinator	1.0 FTE	
Registered Nurse		0.5 FTE

For purposes of the foregoing, the essential functions of the Health Center Manager job description are set forth below.

- (i) Staff development and management
- (ii) Program planning and management
- (iii) Quality management of the Health Center
- (iv) Health Center compliance
- (v) Assist with day-to-day functions including, but not limited to: S=scheduling, answering phones, rooming Participants, collecting blood/urine samples, providing lab results, and other functions as needed

ARTICLE IV
ELIGIBILITY

The table below identifies the eligible Participants for each Service. "Participants" may include, Employees, Dependents, and other eligible individuals, as defined below.

Products & Services	DOC	JDC
Primary Care	All Participants enrolled in the Deschutes County Employee Benefits Plan (including Deschutes County employees, spouses, dependents, COBRA-coverage, and retirees of Deschutes County or COIC)	Services available to all juveniles detained at the Deschutes County Juvenile Detention Center
DOT Medical Exams	All participants enrolled in the Deschutes County Employee Benefits Plan	
Occupational Health	All Participants enrolled in the Deschutes County Employee Benefits Plan	
Wellness Coordination	All Participants enrolled in the Deschutes County Employee Benefits Plan (including Deschutes County employees, spouses, dependents, COBRA-coverage, and retirees of Deschutes County or COIC)	

4.1. "Employees" means employees of Client who participate in Client's medical plans ("Employees") and eligible Dependents and Spouses of Employees ("Dependents").

4.2. Participants may include other eligible individuals as directed by Client.

ARTICLE V
CORPORATE SUPPORT SERVICES

Premise Health corporate infrastructure and management teams support the operations of all Services included in this SOW.

5.1. Clinical and Operations Management.

(a) Premise Health Personnel conduct quarterly onsite visits to support the onsite Client team, attend business reviews with Client, and align with Client's expectations. Regional Operations leadership will conduct a telephone interview with Client contacts at least once per calendar year to assess satisfaction. Additionally, Client contacts will be invited to participate in an annual Client Satisfaction telephone interview conducted by a third party.

(b) Premise Health support of the professional team includes training and guidance on corporate practices and information systems, performance oversight, and adherence to professional practice standards.

(c) Premise Health will maintain a safe and compliant environment, including the provision and maintenance of equipment, supplies, and inventory.

(d) Premise Health will administer a Participant satisfaction survey. An alternative electronic or paper survey will be employed with other platforms. Client will receive aggregate results and benchmarking metrics.

(e) Appointment scheduling will be available by phone or patient portal. Same day appointments will be accepted as scheduling permits. Return calls for appointments will be made as soon as possible and within the same day, absent unusual circumstance.

5.2. Technology.

(a) Premise Health provides an electronic medical record platform (“EMR”) for health centers that provides clinical and operations workflow integration and Participant engagement functionality with real-time access to appointment scheduling and personal health management information. The EMR system has the capability to share specific medical data elements with external providers who participate in the same Health Information Exchange (“HIE”). Participants will have access to certain health management information (e.g., lab results, visit history) through a patient portal.

(b) Onsite technology hardware is acquired and maintained by Premise Health on behalf of Client and is owned by Client. Replacement of hardware and technology licenses will be billed as incurred at the commencement of the third year of the Agreement or as needed and approved by Client.

**ARTICLE VI
REVENUE CYCLE MANAGEMENT**

Revenue Cycle Management (“RCM”) is responsible for the management of claims processing with employer-sponsored third party administrators and payers, management of all payments received from payers and Participants, and ensuring the data quality for invoices created in the professional billing system for the Health Center.

6.1. Implementation and ongoing services. Premise Health will:

- (a) Develop a fee schedule to be used in conjunction with Participant services.
- (b) Consult with Client in determination of appropriate benefit plan design set up and implementation for each employer sponsored plan.
- (c) Develop an RCM workflow, including billing and collection methodology based on the Client’s benefit plan structure.
- (d) Perform periodic updates based on Client benefit plan design and payor changes.
- (e) Provide dedicated account management team for ongoing Client and operational support.

6.2. Claims submission. Premise Health will:

- (a) Coordinate claims submission, where applicable, with designated employer sponsored payor(s)
- (b) Administer Client specific network or payor enrolment based upon the Client and payor requirements.
- (c) Complete clearinghouse set up with applicable payor(s) for sending claims and receiving responses electronically between the payor(s) and Premise Health’s RCM team.

6.3. Administration. Premise Health will:

- (a) Be responsible for setting up Participant statements and providing a toll-free customer service number for Participant inquiries, if applicable.
- (b) Establish bank and merchant processing services required for RCM, including the collection of Participant and/or payor recoveries, if applicable.
- (c) Be responsible for receiving and posting all Participant and payor recoveries to the Participant accounts in the applicable professional billing system, if applicable.

- (d) Perform quality coding reviews/audits in conjunction with ongoing coding education.
- (e) Apply claims edits and manage system work queues to meet payor requirements, client requirements and to ensure the integrity of the data for each encounter.
- (f) Generate Participant statements for outstanding balances dependent upon the self-defined Participant preferences.
- (g) Should Client request that Premise Health update multiple fee schedules, develop integration with additional third-party administrators or payors (including non-ESI) or conduct billing or revenue cycle management activities not in accordance with onsite industry best practices or included in this SOW, additional fees may be applicable.
- (h) RCM services shall be provided in accordance with Premise Health RCM policies.

ARTICLE VII
LABORATORY CONSOLIDATION AND BILLING

Premise Health provides Client-billed lab accounts. The Client is billed for lab services as a pass thru cost.

ARTICLE VIII
REPORTING AND RETURN ON INVESTMENT

Health Center reporting is provided on a monthly and quarterly basis via the EMR platform. Monthly reports include metrics regarding Participant experience and standardized utilization metrics. Quarterly reports build on the monthly report and add Return on Investment (ROI) and clinical outcome metrics. ROI analyses are available after 4 full quarters of operation. A full year of operation allows for a more complete dataset which will reflect in the per member per year savings. Premise Health will also provide quarterly and annual updates regarding Wellness Program activities, successes/highlights, and strategic priorities. Premise Health reporting scope includes:

Patient Centered Medical Home ("PCMH") Reporting

8.1 Monthly Reports:

- (a) Total Activity Monthly Trend and Breakout by Activity Type
- (b) Visit Trend by Lines of Service and Variance by Line of Service
- (c) Visit Modality Trend (In Person; Local Virtual Health Phone; Local Virtual Health Video)
- (d) Provider Visit Trend and Variance
- (e) Unique Member Trend and Variance by Line of Service
- (f) New Unique Member Trend and Variance by Line of Service
- (g) Additional Utilization: Phone Activity and E-visit
- (h) Wait Time Trend: Total and By Line of Service
- (i) Portal Activity
- (j) Third Next Available

8.2 Quarterly Reports:

- (a) Total Activity Monthly Trend and Breakout by Activity Type
- (b) Visit Trend by Line of Service
- (c) Visit Modality Trend: In Person; Local Virtual Health Phone; Local Virtual Health Video
- (d) Provider Visit Trend and Variance
- (e) Unique Member Trend and Variance by Line of Service
- (f) New Unique Member Trend and Variance by Line of Service
- (g) Appointment Trending: % Cancelled, Completed, Rescheduled, No Show; % Same Day, Scheduled, and Walk-in; Scheduling method
- (h) Additional Utilization: Phone activity and E-visit
- (i) Wait Time Trend: Total and By Line of Service

- (j) Portal Activity: % registered; Medical Advice; Med Refill
- (k) Clinical Quality: DM Hgb A1c Testing and BP Measurement
- (l) Clinical Quality Control: DM Hgb A1c Control and HTN BP Control
- (m) Member Demographics: Gender; Age band; Avg age; Relationship
- (n) Diagnosis
- (o) Medications
- (p) Labs
- (q) Referrals
- (r) Flu Vaccines
- (s) Third next available

ARTICLE IX
FACILITY AND RESOURCE MANAGEMENT

9.1. Premise Health furnishes all personnel, materials, and supplies required to provide the Services, except as specifically identified below. Client-provided facilities or materials are provided on a rent-free, non-interference basis. Client provides the facility for operations and utilities. The fixtures, furniture, and equipment deemed medical furniture and/or equipment is procured and provided by Premise Health as needed, including, without limitation, computer hardware, scanner, printer, computer, medical supplies, nursing station supplies, medical refrigerator, medications, phlebotomy chair, lab equipment and supplies, exam room supplies, patient side chair and exam table, stool, OSHA approved garbage cans, and electronic hardware. Client procures all furniture and fixtures considered office furniture, including, without limitation, chairs, tables, and décor for the waiting room, office task chairs, desks, guest chairs, shelving, sofa, tables, and décor for the consultation rooms. Premise Health provides recommendations to Client regarding improvements to the design and operation of the facilities and acquisition of any additional items, as applicable. Maintenance and replacement of fixtures, medical furniture, and equipment is managed by Premise Health. The facilities are and remain the property of Client. Premise Health informs Client, on an ongoing basis, of any utilities, building services, and supplies Premise Health believes are reasonably necessary for the operation of the facilities or the performance by Premise Health of its obligations pursuant to this SOW and any necessary maintenance and repair of the facilities.

9.2. Premise Health establishes and maintains accounts for the destruction of biomedical and hazardous waste. Premise Health establishes and maintains processes for the archival, retrieval, and destruction of medical records.

9.3. Client provides the following utilities and services to include:

- (a) Telephone Connections for the Health Centers.
- (b) Security Services. Client provides secure access to the Health Center. Access is granted only to Premise Health staff members working in the facility and the personnel deemed necessary by Client to perform maintenance and facility services. No Client employee shall be granted access to the Premise Health IT infrastructure. Client is responsible for installing key locks on cabinets. Premise Health is responsible for retaining keys after facility turnover.
- (c) Janitorial Services. Client provides daily housekeeping services through its vendor in accordance with cleaning protocols reasonably agreed by Client and Premise Health. Determination of the cleaning schedule is arranged between Premise Health and Client.
- (d) Operational Utilities. Client provides all utilities necessary to operate this facility, specifically including electrical, water, sewerage, and HVAC.
- (e) Facility Maintenance. Client provides maintenance from a facilities standpoint. This includes maintenance of operational utilities and trash, among other things.
- (f) Office Furniture and Maintenance. Client provides and owns all office furniture needed to support the staff and projected expansion of staff in the future.
- (g) Weather Maintenance. Client is responsible for all weather-related removal of snow, ice and weather-related facility needs.

Schedule 1 to Exhibit A
Primary Care

Primary Care provides Participants with comprehensive, coordinated care across Premise Health services and other Client-offered health programs including DOC Pharmacy and DOC Wellness Program. For Participants who elect to use the Health Center as their primary care provider, Premise Health Personnel will serve as the point of entry into the healthcare system and act as the ongoing coordinator for healthcare services.

1.1. Quality of Care. Premise Health is accredited by the Accreditation Agency for Ambulatory Health Care (AAAHC), the accrediting body for ambulatory care, related to quality, safety, and efficiency.

1.2. Preventive Services. Preventive services include:

- (a) Performing annual physicals and well-woman exams, the latter as more fully described in **Section 1.5**.
- (b) Assessing gaps in preventive care during routine visits.
- (c) Biometric screening (Schedule 1, Section 1.10), influenza vaccinations (Schedule 6), and other vaccine administration (Schedule 6).
- (d) Performing wellness screening (Schedule 7), influenza vaccine campaigns (Schedule 6), and biometric screening campaigns (Schedule 7).

1.3. Health Risk and Condition Management. Health Risk and Condition Management (HRCM) is provided in conjunction with annual preventive and routine visits to the Health Center. Providers incorporate the following scope in their practice:

- (a) Developing a broad-based assessment of the Participant and family's medical history, mental health and substance use history, family/social/cultural characteristics, communication needs, behaviors affecting health, social functioning and social determinants of health.
- (b) Identifying active health problems, allergies and prescription/OTC medications and herbal supplements and review for contraindications and interactions.
- (c) Managing appropriate chronic conditions with the goal of condition improvement and reversal, and assesses/addresses Participant response to medications and barriers to adherence.
- (d) Addressing health risks, *e.g.*, obesity, diet, tobacco, and compliance with treatment plans, medication adherence, and self-monitoring strategies.
- (e) Providing ongoing support and mitigation of health issues between visits based on data directed by Participants.
- (f) Providing Participant interventions and decision support including disease process-specific materials including potential complications, self-monitoring tools, such as blood pressure, glucose or dietary tracking, medication adherence.

1.4. Acute/Urgent Care. Acute/urgent care includes:

- (a) Providing acute care, symptom treatment, and health management in the Health Center, and where technology is enabled, care may be provided virtually to established Participants during established operating hours. The criteria for virtual care may be changed by mutual consent of the Parties.
- (b) Providing comprehensive evidence-based management programs for acute disease states including, but not limited to, community acquired pneumonia, otitis media, sinusitis, rhinitis, and pharyngitis.

(c) Performing medical treatments and minor surgical procedures, *e.g.*, nebulizer treatments, laceration repair, punch and excisional biopsy, cryotherapy.

(d) Prescribing, administering, and monitoring ongoing medications, leveraging e-prescribing functionality, history of prescriptions from community providers, and accessing applicable formulary information that includes less expensive alternatives, generics, and copay information before writing the prescription.

1.5. Women's Health. Specialized primary care services are available for women, including.

(a) Providing preventive screenings and services. Preventive exams and counseling services include breast cancer screening by clinical breast examination and referral for mammography or coordination with third parties as appropriate, pelvic exam and cervical cancer screening, sexually transmitted disease (STD) testing and counseling, family planning, preconception counseling, pregnancy testing, and screening for domestic violence and appropriate resource/referral engagement.

(b) Providing contraception planning services in collaboration with Participants to meet current and future contraception needs. Providers help identify a contraception method, provide counseling on contraceptive efficacy, safety, side effects, cost and convenience, provide contraception prescriptions and procedures, and monitor Participants for safety and side effects.

(c) Providing hormonal replacement therapy (HRT) for the relief of symptoms associated with menopause. Providers consider a Participant's cardiovascular and breast cancer risk and encourage Participant involvement in decision-making. Discussion involves review of HRT efficacy, safety, access, side effects, cost, and convenience.

(d) Providing education with materials on various women's health topics, including, breast self-awareness through breast self-exams, clinical breast exams, and annual mammography for early breast cancer detection. Participants are also provided with resources on cervical cancer screening, STD testing, and domestic violence.

1.6. Pediatric Care. Acute care is provided to children 2 years and older. Routine preventive (well-child) care is provided by Premise Health for eligible children 5 years and older, including:

(a) Performing scheduled periodic assessments of growth and development to determine if a child is growing and functioning in accordance with established milestones.

(b) Performing nutritional assessments to determine if a child's diet is sufficient for health maintenance and proper growth and development.

(c) Delivering immunizations in accordance with guidelines from the CDC's Advisory Committee on Immunization Practices (ACIP).

(d) Providing counseling and instruction to parents.

1.7. Referral Management. Participants are referred to appropriate specialists and inpatient hospitals as medically appropriate and aligned with Client's health plan quality networks.

(a) Developing relationships with local primary care providers and specialists to facilitate access and clinical information exchange, *e.g.*, reason for the referral, required timing, Participant's demographic data, test results and care plan.

(b) Tracking referrals electronically through receipt of summary from community provider and following up on overdue reports.

1.8. Laboratory Services. Premise Health provides clinical laboratory services that includes Point-of-Care laboratory testing as well as test collections for offsite processing by Premise Health vendor laboratories, as described in as more fully described in Schedule 3 to Exhibit A.

1.9. Lifestyle Medicine. Primary Care incorporates a lifestyle medicine approach to address modifiable behaviors, including nutrition, movement, sleep, stress/emotional wellbeing, substance use, hydration and getting outdoors. Premise Health clinicians employ basic wellness coaching strategies to promote behavior change including the following:

(a) Incorporating a lifestyle assessment with the standard Participant history and intake process and integrate data as discrete elements in the Participant's medical record.

(b) Using Participant-reported lifestyle and health behaviors to support meaningful interventions at the point of care and enable the care team to deliver targeted care plans that incorporate lifestyle medicine.

(c) Using Participant-reported lifestyle and health behaviors to identify and optimize outreach to bring Participants to the Health Center or to engage them virtually.

(d) Promoting use of technology to support wellness goals with personal tracking devices, e.g., fitness, glucose monitoring and scales that are compatible with the electronic medical record platform.

(e) Providing customized content to Participants based on best practices.

1.10. Personal Health Assessments. Premise Health performs personal health assessments ("PHA") by appointment during the year in the Health Center. Scope includes:

(a) Premise Health shall offer to perform a PHA on each Participant which shall include the collection of certain baseline clinical data indices including cholesterol, triglycerides, and glucose.

(b) As part of the PHA, Premise Health shall collect blood pressure, body mass index, and provide a health survey to be completed by Participant.

(c) Premise Health will provide an online lifestyle questionnaire for each Participant to complete as part of PHA.

(d) Subsequent health assessments shall be offered once every 12 months thereafter.

(e) Premise Health wellness staff shall work with County to encourage employees to participate in PHAs.

(f) At County request, Premise Health wellness staff shall participate in an employee health fair and such other wellness activities as may be sponsored by County, at an additional cost to County for such services as agreed.

(g) At County request, Premise Health wellness staff will coordinate and order items for giveaways and County will be billed for the cost of the giveaway items including items for raffles.

(h) PHI obtained during each assessment will be collected in accordance with Premise Health business practices designed to ensure its privacy and security in accordance with HIPAA.

(i) Health Center staff will make efforts to consult with each Participant within three months of completing a PHA.

(j) Additional tests may be included in the PHA with County approval and cost for tests paid by County.

(k) Premise Health Health Center staff shall offer a PHA to all new Health Center Participants.

(l) Premise Health shall provide a report for each PHA Participant indicating the results of their PHA, and, to the extent available, provide comparisons to previous PHA results.

(m) Premise Health shall provide County with an aggregate report of PHA results, and, to the extent available, comparisons to previous PHA results.

(n) Premise Health wellness and Health Center staff shall develop a marketing strategy for the introduction and promotion of the Health Center to Participants as determined by County and Premise Health. This may include the distribution of literature and other educational materials, hosting events and activities, offering programs related to health, wellness and prevention, and development of clinic utilization incentives.

1.11. Health Promotion and Health Education Services. Scope includes the following:

(a) Providing a minimum of 10 each year both targeted, real-time education and content relevant to sub-populations, including leveraging “teachable moments” at screenings, *e.g.*, blood pressure screenings, clinic biometric screenings, and other health education programming. In each educational session, Premise Health shall provide education to Participants about the services offered by Premise Health, benefits which Participants may derive from using the Services provided by Premise Health, provide introductions to Health Center staff, and explain procedures to ensure confidentiality of PHI.

(b) Supporting Client’s wellness programs including promotion, referrals, and content delivery in conjunction with other vendor partners.

1.12. Emergency Response. Premise Health will plan and implement a medical emergency response plan in the Health Center to address injuries or illnesses that are acute and pose an immediate risk to the life or long-term health of Participants.

(a) Stabilizing the condition of Participants that need emergent care and transfer to the appropriate healthcare setting.

(b) Collaborating with site safety liaisons for disaster planning and collaborating with the Client’s emergency responder team.

1.13. JDC. Services include:

(a) Providing health assessments to Participants housed at JDC.

(b) Performing physical examinations for Participants housed at JDC.

(c) Providing acute care, symptom treatment, and health management to Participants housed at JDC during established operating hours.

(d) Providing comprehensive evidence-based management programs for acute disease states including, but not limited to, community acquired pneumonia, otitis media, sinusitis, rhinitis, and pharyngitis.

(e) Performing medical treatments and minor surgical procedures.

(f) Managing prescribed medications during scheduled operating hours: storage, dispensing, and coordinating prescription refills.

(g) Providing clinical laboratory services that includes Point-of-Care laboratory testing as well as test collections for offsite processing by Premise Health vendor laboratories.

(h) Coordinating with Participant primary care providers as needed.

(i) Referring to appropriate specialists and inpatient hospitals as medically appropriate and aligned with Participant’s health plan quality networks.

(j) Serving as a clinical resource for JDC staff. (Note: Premise Health does not provide medical oversight of Client’s JDC staff).

Schedule 2 to Exhibit A
DOT Physical Exam

Premise Health provides certified medical examiners for the physical examination of holders of a Commercial Driver’s License who operate Commercial Motor Vehicles, *e.g.*, trucks, tractor trailers, and buses, pursuant to the Motor Carrier Safety Improvement Act of 1999 (49 U.S.C § 113). Medical examiners are certified by the U.S. Department of Transportation’s Federal Motor Carrier Safety Administration (“FMCSA”) and are listed on the National Registry of Certified Medical Examiners. The professional background of a licensed medical examiner includes, but is not limited to, doctors of medicine (MD), doctors of osteopathy (DO), physician assistant,

(PA), advanced practice nurses (APN), and doctors of chiropractic (DC). Premise Health’s scope includes:

- (a) Performing FMCSA medical examinations pursuant to 49 CFR § 391.41 (b) (1-13) and advisory/other criteria and medical guidelines published by the FMCSA.
- (b) Furnishing one copy of the results to the Participant who was examined, and as appropriate, a Medical Examiner’s Certificate valid for a period of 24 months or earlier when it is desirable to monitor a condition, such as high blood pressure.
- (c) Entering results in the FMCSA Registry.

Schedule 3 to Exhibit A
Laboratory Services

Premise Health provides clinical laboratory services which includes Point of Care (“POC”) laboratory testing as well as test collections for offsite processing by Premise Health vendor laboratories.

1.1 Point of Care Testing. POC tests are performed under a Clinical Laboratory Improvement Amendments (“CLIA”) Certificate of Waiver.

1.2 Vendor Laboratories. Laboratory tests are processed by a national clinical laboratory. Premise Health will:

- (a) Provide blood and specimen collection for routine studies and follow up monitoring for onsite providers and wellness programs,
- (b) Track completion of lab draws for testing ordered by community providers.
- (c) Notify Participants of abnormal results, document results, and schedule follow up and referral as appropriate for those labs ordered by a Premise Health provider.

Schedule 4 to Exhibit A
Occupational Health

1.1. Management of Work-related Injury and Illness. Premise Health provides comprehensive evidence-based treatment and management of work-related injury and illness, including:

- (a) Providing occupational illness/injury medical care for Participants injured on Client premises.
- (b) Providing tetanus vaccinations to Participants with occupational injuries.
- (c) Coordinating physician and/or specialist referrals and care, as appropriate, and arranging for transportation as medically indicated. Preferred referral lists for physicians and medical services will be maintained when allowed by state regulations. Referrals for Workers’ Compensation cases will be made consistent with state regulations.

1.2. Injury Prevention. Premise Health identifies opportunities for early identification and remediation and supports Client through participation in regularly scheduled disability management meetings with Client, TPA, Safety and others identified by Client. Premise Health performs pre-placement/post-offer testing, periodic, termination, return-to-work, and fitness-for-duty examinations. Tests may include drug screening, visual screening (acuity, color blindness), hearing, nerve conduction velocity, and spirometry.

1.3. Urine Drug and Alcohol Testing. Premise Health administers Department of Transportation (“DOT”) regulated and non-regulated urine drug testing as directed by Client for pre-employment, post-offer, post-accident/injury, reasonable suspicion, random testing, return-to-duty and follow-up pursuant to Client’s Drug Testing Policy. Non-negative results are reported to a Premise Health Medical Review Officer (MRO) who will review urine drug screen results of commercial drivers covered by the DOT’s Federal Motor Carrier Safety Administration (“FMCSA”); will register with the FMSCA Clearinghouse, and will enter all positive UDS test results and refusals into the FMSCA Clearinghouse as required.

1.4. Vision Screening. Premise Health can perform vision screenings using either the Snellen Vision Chart or Titmus Optical Vision Tester. Premise Health will collaborate with the client to determine what testing is needed and assist with the management of their program within compliance program.

Schedule 5 to Exhibit A
Travel Medicine

Premise Health offers travel medicine services that help Participants develop and execute a comprehensive travel preparation plan and avoid potential disease exposures during travel through education and prescribed prophylactic medications, vaccines, and safety counseling,

1.1 Vaccinations. Vaccines provided are appropriate to the destination(s) as well as “catch-up” on missed or overdue routine vaccines. Vaccine schedules follow the guidelines of the Advisory Committee on Immunization Practice (ACIP), CDC and WHO. Travel vaccines for adults 18+ years of age include Japanese Encephalitis, polio, rabies, typhoid and yellow fever.

1.2 Post-travel Triage. Participants who return from travel with an illness can be evaluated and treated by a Premise Health provider or referred to a specialist or other Client programs, as appropriate. For Worker’s Compensation cases, referrals will be made consistent with state regulations.

Schedule 6 to Exhibit A
Influenza Vaccine and Other Vaccines

Premise Health provides a seasonal influenza vaccination program that complies with the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (“ACIP”).

Premise Health delivers influenza vaccine in the Health Center in conjunction with Participant visits and in campaign style in or proximal to the Health Center to identified population groups, obtaining consent from Participants and maintaining documentation. Premise Health will advise Client on current CDC recommendations and vaccine formulation and quantity.

Premise Health provides other vaccines in the Health Center (e. g., Tetanus, Hep B) as mutually agreed upon.

Schedule 7 to Exhibit A
Wellness Coordination

The Wellness Coordinator provides wellness program planning, marketing and implementation and serves as a liaison to Client and vendor stakeholders.

1.1. Strategic Support. The Wellness Coordinator will develop a wellness program tailored to meet Client need. The Coordinator supports the design, implementation and evaluation of incentive programs.

1.2. Operational Services. Premise Health’s scope includes support of program implementation including:

- (a) Assisting in the implementation of the marketing and communication plan.
- (b) Implementing programs and activities to drive wellness engagement, e.g., workshops, health education seminars, screenings, health fairs and encouraging Participant participation.
- (c) Identifying opportunities to partner and integrate efforts with internal and external groups such as benefits, safety, food services, EAP and the fitness center.
- (d) Offering periodic one-on-one counseling and health education.

1.3. Resources. Premise Health provides materials available in the Health Center or through a stand-alone program that are designed to develop and support a culture of wellness. Additional scope includes:

- (a) Meet with Participants individually to better understand their health risks, explain the benefits of improving their health and the actions they can take to improve their health.
- (b) Offer ongoing group wellness programs in the following areas: physical activity & exercise, weight management, tobacco cessation, nutrition and chronic disease management and facilitate various Farm to Work offerings. This may include contracting with best-practice community program providers. Elements of the tobacco cessation program will be based on the mutual agreement of the Parties.
- (c) Conduct health education sessions to Participants in various county locations based on County departmental demand regarding health-related topics such as nutrition, meal preparation, healthy grocery shopping, weight management, exercise and fitness, tobacco cessation, addictions, allergies, chronic conditions, home safety, women's health, men's health. Perform post-program assessment of each program.
- (d) Assist with maintaining DOC website and utilize other multimedia for Participants, providing information on wellness programs and events, as well as general health-related information.
- (e) Work directly with the County benefits coordinator and wellness task force to develop and track wellness service objectives and advance wellness initiatives.
- (f) Support the DOC providers in administering and promoting an annual health risk assessment for Participants.
- (g) Provide Participants with health education materials and information on a variety of health topics.
- (h) Collaborate with DOC providers regarding well ness plans, coaching, educational needs and referrals to specialists, DOC Pharmacy and Employee Assistance Program. Promote health programs, such as flu vaccines, through direct referrals, general communication and maintaining a calendar of internal and community classes, events and other health-related offerings.
- (i) Work with DOC providers and County benefits analyst for distribution and promotion of monthly wellness information.
- (j) Travel to various County locations as needed to present, set up, and tear down equipment and supplies.
- (k) A balance of Wellness Coordinator office time and educational session time will be mutually agreed upon by the Parties.
- (l) Analyze aggregate clinic and health plan data for top conditions treated by frequency and dollar amount, recommend and develop programs to address identified conditions.
- (m) Facilitate wellness task force meeting and implement approved actions.

EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022 - 057

INSURANCEREQUIREMENTS

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.

Contractor Name _____

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 type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input checked="" 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 type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input checked="" 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. 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.

The policy shall be endorsed to name **Deschutes County, its 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. 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

 2/17/2022

EXHIBIT 3

DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 2022 - 057

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership authorized to do business in the State of Oregon.
Signature	Title	Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:	
1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and	
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, and	
3. All of the statements checked below are true.	
NOTE: Check all that apply. <u>You shall check at least three (3)</u> - to establish that you are an Independent Contractor.	
<input type="checkbox"/> A.	The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
<input type="checkbox"/> B.	I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
<input type="checkbox"/> C.	I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
<input type="checkbox"/> D.	I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
<input type="checkbox"/> E.	Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
_____	_____
Contractor Signature	Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 2022 - 057

Expense Reimbursement

1. **Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
 - a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities and is not routine travel to and from work.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 11/8/06.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
 - b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
 - c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
 - d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - e. Except where noted, detailed receipts for all expenses may be requested.
 - f. Travel expenses will be passed thru on monthly operating invoice. Expenses will be billed based on usage and activity and will be billed on a reimbursement basis.
 - g. Charge slips for gross amounts are not acceptable.
 - h. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
2. **Approved reimbursements:**
 - a. **Mileage.** Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
 - b. **Meals.**
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract, The maximum daily amount for meals is \$50 per Contractor employee and/or contractor.
 - 2) Meal expenses are reimbursable during Contractor's travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the United States General Services Administration, as set forth in www.gsa.gov ("GSA").
 - c. **Lodging.**
 - 1) Contractor employees and/or contractors are expected to stay in hotels reasonably close and convenient to the place where they will transact business. County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed \$200 per night.
 - 2) Reimbursement rates for lodging are not considered "per diem".
 - 3) County shall not reimburse Contractor in excess of the lowest fare for any airline ticket or vehicle rental charges.
3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

**Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022 - 057**

Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, 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 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.
 - a. If any funds other than federally appropriated funds have been paid or shall 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, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. 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.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that 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 failure.

Contractor Signature

Date

**Exhibit 7
 DESCHUTES COUNTY SERVICES CONTRACT
 Contract No. 2022- 057**

1. Clinic Budget



Deschutes County - Health Center Budget

	IMP	FTE	Year 1	FTE	Year 2	FTE	Year 3	FTE	Year 4	FTE	Year 5
Salaries & Wages	39,076	0.75	702,063	0.75	726,054	0.75	750,985	0.75	776,900	0.75	803,847
Benefits	12,504		224,660		232,337		240,315		248,608		257,231
Replacement	-		53,503		55,108		56,762		58,464		60,218
Staffing	51,580		980,226		1,013,500		1,048,062		1,083,973		1,121,296
Recruiting	6,750										
Technology Services	21,208		51,408		53,480		55,636		57,879		60,213
Connected Care + National Virtual Health	-		-		-		-		-		-
Professional Development Insurance	-		7,813		8,032		8,258		8,491		8,731
Supplies	34,580		18,427		21,923		22,970		24,018		25,065
Professional Fees	6,871		16,159		16,159		16,159		16,159		16,159
Labs and Contract Services	-		15,927		16,649		17,372		18,095		18,817
Communications	-		9,000		9,000		9,000		9,000		9,000
Building Services	-		1,104		1,104		1,104		1,104		1,104
Member Engagement	6,964		6,964		6,964		6,964		6,964		6,964
Travel, Trans., Lodging	23,375		7,440		4,960		4,960		4,960		4,960
Management Fee	-		79,986		82,702		85,522		88,452		91,498
G&A Fee	17,433		112,922		116,755		120,737		124,874		129,173
Encounter Fees	-		8,705		11,059		11,673		12,292		12,915
Total Expenses	168,759		1,327,099		1,373,635		1,420,104		1,468,297		1,518,294
Estimated Build-Out	-		-		-		-		-		-
Net Recoveries	-		-		-		-		-		-

- Key:**
- Fixed based on staffing model
 - Fixed, based on FTE count
 - Fixed amount
 - Fixed per unit
 - Billed as PMPM with quarterly true up
 - All other non-color coded categories are variable/pass through as incurred.
 - This Pricing provided by Premise Health is valid for 60 days.
 - Will begin billing fixed and labor costs on first month of training.
 - Recruiting costs for Years 1 - 5 will be billed as incurred.
 - IT Refresh will be billed as incurred after Year 3.
 - Model assumes no circuit construction or extension of Demark.
 - Data extract and health exchange connections are not included in the pricing. If needed, it can be added at \$5,000 per standard extract or \$10,000 per custom extract.
- ¹ It is assumed all necessary Furniture, Fixtures, and Equipment is already onsite and will be assessed during the pre-implementation site audit.
- ² It is assumed existing staff will be hired. If this is not the case, additional recruiting dollars will apply.
- ³ Salaries are projected at the requested rates of the existing staff. Actual hire rates will be passed through at cost.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 23, 2022

SUBJECT: Consideration of Board Signature of Premise Health Service Agreements,
Document No. 2022-058 for DOC Pharmacy

RECOMMENDED MOTION:

Move approval of Board Signature

BACKGROUND AND POLICY IMPLICATIONS:

Premise Health was awarded contract to operate both the clinic and pharmacy beginning 1/1/2022 after the Request for Proposal (RFP) process was completed in 2021.

Premise Health to staff the Deschutes Onsite Clinic (doc), including Wellness. Premise Health also to provide medical services at the Deschutes County Juvenile Detention Center. Premise Health will operate the doc with their staff and electronic medical records (EMR) system. Premise Health staffs the doc Pharmacy and supplies the pharmacy with necessary goods and pharmacy dispensing information systems.

BUDGET IMPACTS:

The 2022 doc Clinic budgeted expenditure of \$1,495,858

The 2022 doc Pharmacy budgeted expenditure of \$2,509,253

ATTENDANCE:

Kathleen Hinman, Director of Human Resources and Trygve Bolken, Human Resources Analyst

~~10~~ DESCHUTES COUNTY DOCUMENT SUMMARY

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

Please complete all sections above the Official Review line.

Date: 2/14/2022

Department: Human Resources

Contractor/Supplier/Consultant Name: Premise Health

Contractor Contact: Tim Weil

Contractor Phone #: 203-583-1757

Type of Document: Service Agreement with Premise Health to operate the doc Pharmacy

Goods and/or Services: Premise Health staffs the DOC Pharmacy and supplies the pharmacy with necessary goods and pharmacy dispensing information systems

Background & History: We have been under contract with Premise Health since 2012. We requested proposals to operate the doc clinic and pharmacy beginning 1/1/2022. Premise Health was awarded both contracts. This is the new sserveie agreement contract to operate the pharmacy.

Agreement Starting Date: 01/01/2022

Ending Date: 12/31/2027

Annual Value or Total Payment: \$2,529,253.00

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

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

Funding Source: (Included in current budget? Yes No

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

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

Contact information for the person responsible for grant compliance:

Name:

Phone #:

Departmental Contact and Title: Trygve Bolken – HR Analyst

Phone #: 541-317-3154

Department Director Approval: *Kathleen Ann* 2-14-2022
Signature Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

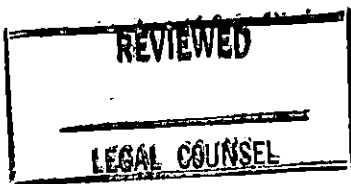
Official Review:

County Signature Required (check one):

- BOCC (if \$150,000 or more) – BOARD AGENDA Item
- County Administrator (if \$25,000 but under \$150,000)
- Department Director - Health (if under \$50,000)
- Department Head/Director (if under \$25,000)

Legal Review _____ Date _____

Document Number 2022-058



PHARMACY AGREEMENT

THIS PHARMACY AGREEMENT (“Agreement”) is made effective as of January 1, 2022 (“**Effective Date**”) and entered into by and between **Premise Health Employer Solutions, LLC**, a Delaware limited liability company, directly and on behalf of its subsidiaries and applicable affiliates (collectively “**Premise Health**”) and **Deschutes County**, for and on behalf of its health and welfare benefit plan, to the extent applicable (“**Client**”). **Premise Health** and **Client** are each a “**Party**” and together the “**Parties**.”

RECITALS

WHEREAS, **Premise Health** assists employers by establishing, operating, and managing, directly or through a **Pharmacy Operator** (as defined in Section 1.2 below) for the provision of employer-sponsored pharmacies on employer premises.

WHEREAS, **Client** desires to establish as such facility an employer-sponsored pharmacy (“**Pharmacy**”) to serve the needs of **Client’s** employees and other such individuals as mutually agreed to by the **Parties** (collectively, “**Participants**”). **Premise Health** desires to provide such services to **Client** under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth in this Agreement, and intending to be legally bound, the **Parties** agree as follows:

SECTION 1
ENGAGEMENT

1.1 Engagement. In accordance with the terms of this Agreement, **Client** engages **Premise Health** as an independent contractor to provide or arrange for the provision of **Services** (defined in Section 2.1) to **Participants** at the **Pharmacy**.

1.2 Use of Pharmacy Operator and Affiliates. **Premise Health** may delegate the performance of a portion of **Premise Health’s** obligations under this Agreement (to the extent determined by **Premise Health**) to (i) **Walgreen Co.** (“**Walgreens**”) or (ii) another third party pharmacy operator selected by **Premise Health** and approved in writing by **Client**, which approval shall not be unreasonably withheld (**Walgreens** or such other approved pharmacy operator, “**Pharmacy Operator**”). References in this Agreement to “**Pharmacy Operator**” shall mean, during any period that **Premise Health** has delegated performance of its obligations to a **Pharmacy Operator**, such **Pharmacy Operator**, and during any period that **Premise Health** is performing such obligations directly, **Premise Health**. Notwithstanding any delegation of its obligations to a **Pharmacy Operator**, **Premise Health** shall remain fully responsible to **Client** for the timely performance of all of **Premise Health’s** obligations under this Agreement (and for any **Pharmacy Operator’s** timely performance of any obligation described herein as an obligation of the **Pharmacy Operator**). Additionally, **Premise Health** or any **Pharmacy Operator** may perform such obligations through one or more of their affiliates, but again **Premise Health** shall remain responsible to **Client** for the full and timely performance of all such obligations.

SECTION 2
SERVICES

2.1 Premise Health Services. In consideration of the compensation set forth in Section 4, Premise Health will provide to Client and Participants (directly or through a Pharmacy Operator) the services, staffing, supplies and equipment described in this Agreement and on **Exhibit A** attached to this Agreement and incorporated herein (collectively, the “**Services**”). The Services will be consistent with the generally accepted standards established in the community within which the Pharmacy is located. Client agrees that Pharmacy Operator will have sole authority regarding clinical decisions and operations.

2.2 Start-up Items. Prior to the commencement of operations at the Pharmacy, if practicable, Pharmacy Operator will purchase for the Pharmacy (a) the items required for the Pharmacy to commence operations as described in Section 3 and detailed in the Budget (defined in Section 4.8), and (b) all other stock items, including pharmaceuticals and supplies, if applicable, initially required for the Pharmacy to commence operations. These items are referred to as “Start-up Items.” Premise Health will provide to Client price estimates for the Start-up Items and will obtain Client’s written approval prior to purchasing the Start-up Items. Upon payment for the Start-up Items in accordance with Section 4, Client will be the owner of the Start-up Items; provided, however, notwithstanding the foregoing, all pharmaceuticals will be owned by Pharmacy Operator and not Client. Each of the Parties will use its reasonable efforts to determine the final Start-up Items 90 days prior to the commencement of operations at the Pharmacy.

2.3 Additional Services, Equipment and Supplies. With Client’s prior written consent, which Client will not unreasonably withhold or delay, Premise Health or its Pharmacy Operator will provide or secure any additional services, equipment and supplies which do not fall within the definition of Services but are (a) reasonably necessary to deliver the Services and operate the Pharmacy or (b) desired by the Client. These additional services, equipment and supplies are referred to as “**Additional Items and Services.**” Client will reimburse Premise Health for costs associated with Additional Items and Services in accordance with Section 4 and, upon such reimbursement, will be the owner of such equipment and supplies; provided, however, notwithstanding the foregoing, all pharmaceuticals purchased in connection with such Additional Items and Services will be owned by Pharmacy

2.4 Pharmacy Personnel. Pharmacy Operator will provide the Services utilizing the personnel described on **Exhibit C** attached to this Agreement and incorporated herein (“**Pharmacy Personnel**”). In the discretion of Premise Health or its Pharmacy Operator, Pharmacy Personnel will be employed or contracted by Premise Health or its Pharmacy Operator, as applicable. Each of the Pharmacy Personnel will be duly licensed or certified in the State of Oregon. The Parties acknowledge and agree that in no event will Client exercise control and/or management over the employment, discharge, compensation and/or working conditions of any Pharmacy Personnel.

2.5 Information Systems. Pharmacy Operator will provide its standard software applications and systems support required to deliver the Services. Such software and applications are the property of their respective owners, and this Agreement does not constitute a license for Client to use such software and applications. Client will be responsible for all network connection

and service costs. In order to keep current with evolving technologies, Pharmacy Operator may, in its discretion, upgrade and make changes to the software platform and hardware utilized at the Pharmacy. Costs associated with such upgrades and changes shall be the responsibility of Client unless otherwise mutually agreed to by the Parties. Premise Health shall review any such charges with Client in advance.

2.6 Legal Compliance. Each Party (and any Pharmacy Operator) will comply with all applicable federal and state laws, statutes, regulations, and ordinances relating to its performance of this Agreement, including: labor laws; laws applicable to required permits, licenses, registrations, filings, certifications, and other approvals regarding the operation of pharmacies and the handling, storage and dispensing of pharmaceuticals; laws applicable to the disposal of medical waste and expired or unusable drugs; applicable federal and state laws and regulations relating to self-referral, kickbacks, false claims, and fraud and abuse; and, to the extent applicable, laws applicable to confidentiality and patient privacy (including HIPAA, as defined herein).

2.7 Filings and Applications. Each Party (and any Pharmacy Operator) will cooperate fully with the other Party and any Pharmacy Operator in furnishing any necessary information required in connection with the preparation, distribution and filing of any filings, applications and notices which may be required by any federal and state government or regulatory agencies relating to the operation of the Pharmacy.

SECTION 3
PHARMACY

3.1 Pharmacy Premises. Client will make available, without charge to Premise Health or its Pharmacy Operator, suitable premises for the location of the Pharmacy and the delivery of the Services. Client will ensure, without charge to Premise Health or its Pharmacy Operator, that the Pharmacy and the premises within which the Pharmacy is located are acceptable for their intended use, meet all applicable zoning ordinances, occupancy rules, and similar rules, ordinances, orders and laws, and are secure and meet Pharmacy Operator’s specifications, which specifications may include Pharmacy size, location and layout. Client will grant Premise Health and, as applicable, Pharmacy Operator, an exclusive license to occupy the premises for the purpose of operating the Pharmacy for the Term of the Agreement and any extensions thereof pursuant to the terms and conditions stated herein. Client represents and warrants that during the Term, Pharmacy Operator and Pharmacy Personnel will have a non-exclusive license to access the Pharmacy premises, restrooms, hallways, doorways, accessways, parking areas, receiving and/or delivery areas and any other common areas in or near the Pharmacy. Client hereby represents that (i) Client has the full right, power and authority, without the consent or approval of any other party, to grant Pharmacy Operator the right to use the Pharmacy premises for the purposes herein stated; (ii) Client has no knowledge concerning any current or previous use of the Pharmacy premises which would lead a reasonable person to suspect that hazardous substances were deposited, stored, released, disposed of, or placed upon, about or under such premises and that Client has made due inquiry or investigation regarding such representation as appropriate; and (iii) there are currently no restrictions or other encumbrances affecting the Pharmacy premises that would limit, prohibit or otherwise restrict the intended use of such premises for the operation of the Pharmacy.

3.2 Pharmacy Maintenance.

(a) Client will, without charge to Premise Health or its Pharmacy Operator, maintain the Pharmacy in good repair and working order, including its interior, exterior, structure and roof. Client will, without charge to Premise Health or its Pharmacy Operator, provide all other items and services of a non-pharmacy nature reasonably necessary to operate the Pharmacy including office furniture, environmental (including medical waste) and janitorial services, computer networking connections, and utilities such as electricity, water, heat, plumbing and air conditioning, all in accordance with Pharmacy Operator’s specifications. Janitorial services will include daily cleaning services reasonably acceptable to Pharmacy Operator under standards applicable to similar pharmacy facilities. In addition, Client will, without charge to Premise Health or its Pharmacy Operator, maintain all buildings and surrounding areas in a tenable and safe condition, free of debris, ice, and snow.

(b) In the event any hazardous substance is discovered at any time in, under or about the Pharmacy during the Term then, provided such hazardous substance was not introduced into the Pharmacy by Premise Health or its Pharmacy Operator, Client will, at Client’s expense, remove and dispose of such hazardous substance in accordance with applicable law.

3.3 Pharmacy Operations. The Parties agree that the Pharmacy will be open for operation in accordance with the hours of operation as set forth on **Exhibit C**; provided, however, that the Pharmacy will be closed on all federal holidays as well as those holidays established in accordance with Client’s human resources policies, which Client will notify Premise Health of in writing in advance.

3.4 Refusal to Provide Services. Client acknowledges and agrees that Pharmacy Operator may withhold pharmacy Services to any Participant for good cause, including but not necessarily limited to, requests by a Participant for quantities of drugs in excess of prescribed quantities or refill limitations or where, in the professional judgment of the pharmacist, Services should not be provided. Pharmacy Operator reserves the right to discontinue the provision of pharmacy Services to any Participant who is disruptive or poses a threat to Pharmacy Personnel or other Participants.

3.5 Data Delivery. For Premise Health and/or its Pharmacy Operator to properly deliver the Services, Premise Health and any Pharmacy Operator must have, and Client will ensure that Premise Health or its Pharmacy Operator receives, access to Participant enrollment benefit coverage information will be transmitted to Pharmacy Operator (as applicable) at the time of dispensing through the on-line electronic transmission link maintained between Client prescription drug benefit manager (“PBM”) and Pharmacy Operator (“On-Line System”). Pharmacy Operator will use this information to determine a Participant’s eligibility and prescription benefit coverage at the time of dispensing, and Premise Health or its Pharmacy Operator shall not bear responsibility for any omissions or errors in the information transmitted through the On-Line System. When applicable, Client will provide Pharmacy Operator with hard edit messages to block the dispensing of generic medications that cost Participants higher co-payments than the brand name medications. Client shall provide to Premise Health, on a quarterly basis and in a format designated by Premise Health, full pharmacy claims data with respect to Client’s

eligible population, subject to applicable law, to enable Premise Health to report on cost savings and undertake other analyses in connection with the Pharmacy. This reporting data shall include, but not necessarily be limited to, drug fill date, drug NDC number and name, pharmacy provider identification number and zip code, retail/mail indicator, brand/generic indicator, claim count and days' supply.

3.6 Eligibility. Client shall ensure that Pharmacy Operator is (with respect to the Pharmacy) a participating provider in every Client health plan and PBM retail network, as applicable, covering the Participants. Client agrees to implement and/or provide Participants with co-payment incentives to encourage the purchase of prescription products and pharmacy services at the Pharmacy, except with respect to prescription products and pharmacy services furnished to a Participant which are covered by a federal health care program, as that term is defined at 42 U.S.C. §1320a-7b(f), in which case Client will not furnish any such copayment incentives. All prescription products covered by Client's health plans shall be adjudicated at the co-payments determined by Client and communicated to Pharmacy Operator at the time of dispensing via the On-Line System. Pharmacy Operator may charge Participants who are not enrolled in Client's health plans or PBM retail networks but enrolled in other health plans at the rates set forth in Pharmacy Operator's contracts with such health plans or PBM retail networks, if applicable. If a Participant receives a prescription product and is not enrolled in a health plan or PBM retail network for which Pharmacy Operator is a participating provider, then Pharmacy Operator shall be permitted to charge that Participant Pharmacy Operator's usual and customary fee for such prescription product and require the Participant to pay the fee at the point of sale.

3.7 Cooperation. Client shall ensure that its PBM cooperates with Premise Health and its Pharmacy Operator to enable Pharmacy Operator to provide the Services contemplated in this Agreement, and Client agrees that Premise Health nor its Pharmacy Operator shall be responsible for failing to provide the Services as a result of the failure of the PBM(s) to so cooperate with Premise Health and its Pharmacy Operator (as applicable).

3.8 Pharmaceutical Contracts. Client may not request or demand Premise Health or its Pharmacy Operator take any action, including adjust any drug formulary or agree to any pharmacy benefit management contract term, that would violate or breach any agreements Premise Health or Pharmacy Operator may have with pharmaceutical manufacturers and suppliers. Pharmacy Operator will own all pharmaceuticals to be dispensed at the Pharmacy.

SECTION 4
COMPENSATION AND OTHER MATTERS

4.1 Start-up Items. Client must pay Premise Health's invoiced cost of the Start-up Items. Premise Health will bill such costs monthly, as incurred, and Client must pay the invoice for the Start-Up Items within 30 days of the invoice date. The implementation management fee associated with any start-up or implementation services will be included in the invoices for any Start-up Items or other mutually agreed upon implementation fees.

4.2 Fees. Client will pay to Premise Health the "Pharmacy Personnel Expense," which includes the wages, salaries and benefits for Pharmacy Personnel, whether they are Premise Health employees, Pharmacy Operator employees, or independent contractors as set

forth in the Budget.

4.3 Pharmaceutical Costs.

(a) Premise Health will invoice Client monthly for the pharmaceuticals dispensed at the Pharmacy which are covered by Client’s health plans, net of copays and other cost-sharing amounts, and Client must pay Premise Health by Electronic Funds Transfer for the pharmaceuticals within 5 days of receiving Premise Health’s invoice.

(b) The cost of pharmaceuticals dispensed at the Pharmacy payable by Client to Premise Health will meet the following aggregate minimum guarantees:

- (i) For Brand Name Drugs, Premise Health will charge Client AWP – 17.5%.
- (ii) For Generic Drugs, Premise Health will charge Client AWP – 87%.
- (iii) Exclusions:

A. **“OTC Products”** means over-the-counter pharmaceutical and non-pharmaceutical products (i.e., those not requiring a prescription for sale under Applicable Law). For clarity, in some cases a prescription may be written for an OTC Product (even though not required under Applicable Law), or such OTC Product may otherwise be treated as an Included OTC Script.

B. **“Limited Distribution Drug”**, or an LDD, is a specialty medication that is complicated to manage. These are expensive drugs that require special handling, administration, or monitoring

C. **“Single Source Generic Drug”** means a Prescription Drug, identified by its chemical or generic name, which has a brand name code “B” or “G” and the multisource code “N” or “M”, as determined by MediSpan, and is produced by only one manufacturer.

(iv) Definitions:

A. **“Average Wholesale Price”** or **“AWP”** **“AWP”** means the average wholesale price set forth by MediSpan or other nationally recognized source mutually agreed upon by the Parties.

B. **“Brand Name Drug”** means a Prescription Drug which has a brand name code “T”, as determined by MediSpan, or if Medispan does not provide a designation for the Prescription Drug, is designated as a brand drug by the United States Adopted Names Council.

C. **“Multi-Source Generic Drug”** means a Prescription Drug, identified by its chemical or generic name, which has a multi-source code “O” or “Y” and the brand name code “B” or “G”, as determined by

MediSpan, and is produced by multiple manufacturers; provided that if a designation is unavailable for a Prescription Drug through Medispan, then the Parties will use the designation established by the United States Adopted Names Council, and accepted by the Federal Food and Drug Administration as an equivalent for those Prescription Drugs having the same active ingredients.

D. **”Single Source Generic Drug”** means a Prescription Drug, identified by its chemical or generic name, which has a brand name code “B” or “G” and the multisource code “N” or “M”, as determined by MediSpan, and is produced by only one manufacturer; provided, that if a designation is unavailable for a Prescription Drug through MediSpan then Parties will use the designation established by the United States Adopted Names Council and accepted by the Federal Food and Drug Administration as an equivalent for those Prescription Drugs having the same ingredient.

E. **“Specialty Brand Name Drug”** means, as defined by Pharmacy Operator, a high cost Single Source Brand Name Drug that treats complex conditions and requires special handling and administration.

F. **“Specialty Generic Drug”** means, as defined by Pharmacy Operator, either a high cost Single-Source Generic Prescription Drug or a high cost Multi-Source Generic Drug that treats complex conditions and requires special handling and administration.

(c) Client is solely responsible for payment of any wholesale distributor Tax (defined herein) or any other excise or value added Tax or governmentally instituted imposition however styled if based upon purchases at wholesale or prescriptions dispensed to Participants. Client also will reimburse Premise Health any applicable federal, state or local sales Tax liability or liability for governmental impositions based upon the sales of prescriptions dispensed (including prescription over-the-counter medications) or goods and services provided by Pharmacy Operator to Client or Participants. **“Tax”** means any sales tax, imposition, assessment, excise tax or other government levied amount based on Pharmacy Operator’s sale of prescriptions to Participants either on gross revenues or by transaction, whether such tax is designated a sales tax, gross receipts tax, retail occupation tax, value added tax, health care provider tax, transaction privilege tax, assessment, pharmacy user fee, or charge otherwise titled or styled. It includes any tax in existence or hereafter created whether or not the bearer of the tax is the retailer or consumer.

(d) **Coupon Optimization Program.** From time to time, but not less than quarterly, Premise Health will identify certain pharmaceutical manufacturers saving and coupon programs for which Client and Participants may qualify (“Coupon Optimization”). Premise Health shall provide Client with a written summary of such programs and the savings opportunities. To the extent that Client agrees to modify its summary plan description for specified pharmaceuticals to include any prerequisites to comply with Coupon Optimization program guidelines, Premise Health will manage and remit such Coupon Optimization program for those eligible pharmaceuticals. Premise Health will retain 20% of total recoveries attributable to the Coupon Optimization program. All remaining

recoveries shall be summarized and included on the monthly invoice provided by Premise Health to Client.

4.4 Insurance Costs. Client must pay insurance costs as set forth in Schedule 7.1. Premise Health will invoice Client for insurance costs and Client must pay such amount within 30 days of the invoice date.

4.5 Payment Detail. All client payments to Premise Health set forth in this Agreement shall contain such payment detail reasonably requested by Premise Health, including an invoice number. At Premise Health's request and upon Premise Health's provision of necessary information to Client sufficient to facilitate such payments, all such payments shall be made by electronic funds transfer.

4.6 Late Fees. If Client fails to pay Premise Health any payment when due, such payment will accrue a pro-rated late fee of 1.5% per month and 18% per annum; provided, however, that in no event will either of such interest rates be higher than the rate permitted by applicable law. Client is solely responsible for any and all reasonable costs incurred by Premise Health in seeking collection of any delinquent amounts owed hereunder.

4.7 Budget. A detailed description of the projected expenses relating to the implementation of the Pharmacy is attached as **Exhibit B-1** to this Agreement and incorporated herein (the "Implementation Budget"). A detailed description of the projected expenses relating to the operation of the Pharmacy is attached as **Exhibit B-2** to this Agreement and incorporated herein ("Operating Budget" and, collectively with the Implementation Budget, the "Budget"). The projected expenses are based upon estimated utilization of the Pharmacy and incorporate certain reasonable assumptions. In the event Participant count or utilization of the Pharmacy exceeds or falls short of estimated utilization, Premise Health and Client will work in good faith to jointly reevaluate the Budget. The Parties will agree upon the revised Pharmacy Personnel Expense, Management Fee, G&A Expenses, and operating costs for the upcoming year] at least 60 days prior to January 1 of each year following the first full year of operation. If the Parties have not agreed by January 1/the beginning of a contract year] on the revised Pharmacy Personnel Expense, Management Fee, G&A Expenses, and operating costs, then each category of expense will increase by a maximum of 7%, which will constitute the Operating Budget for that calendar year.

4.8 Audit Rights. Client may, at its own expense and at reasonable times during regular business hours, audit the books and records of Premise Health's management of the operation of the Pharmacy upon furnishing Premise Health at least 45 business days' prior written notice and subject to the limitations in this section. Any such audit may include review of documentation supporting the receipt of Participant fees and other funds collected on behalf of Client and original supporting documentation of payments made by Premise Health for services and supplies purchased for the Pharmacy and reimbursed by Client including, to the extent applicable, payments made for pharmacy supplies, rentals, lease payments, building and equipment repairs, interior and exterior maintenance, utilities and any and all other related expenses incurred in connection with Pharmacy Operator's operation at the Pharmacy, but excluding any pharmaceutical wholesaler invoices, agreements, or other books and records in any way related to Pharmacy Operator's cost of goods sold or acquisition costs for

pharmaceuticals or over-the-counter products purchased, dispensed or sold pursuant to this Agreement. Client’s right to audit Pharmacy Personnel costs and expenses is limited to the review of total amounts paid to all Pharmacy Personnel and independent contractors, together with the documentation to establish that such amounts were actually paid. In addition, such audit may be performed no more frequently than once per year by Client or its designees appointed by Client and approved in advance by Premise Health to conduct such audit. Nothing herein will be construed to abrogate the confidential nature of the pharmacist/patient relationship or the privacy rights of Participants, and without limitation of the foregoing any such audit shall be conducted in compliance with HIPAA in all respects. Upon termination of the Agreement, Client shall have up to one year after the Agreement’s termination date to audit periods preceding the Agreement’s termination date

SECTION 5
TERM & TERMINATION

5.1 Term. The Term of this Agreement will commence as of January 1, 2022 (the “Commencement Date”) and will continue thereafter for an initial term of two years (the “Initial Term”) and, thereafter, may renew for up to five (5) successive one-year periods upon the mutual written agreement of the Parties (collectively, the Initial Term and any renewals are the “Term”).

5.2 Termination. This Agreement will terminate upon the termination of the Standard Deschutes County Service Contract, effective January 1, 2022, between Premise Health and Client. This Agreement may also be terminated by the mutual written agreement of the Parties at any time.

5.3 Effect of Termination. Upon termination of this Agreement for any reason, Client will be obligated immediately to pay Premise Health all amounts due under this Agreement, including amounts due for Services rendered up to and including the effective date of termination.

SECTION 6
INSURANCE

6.1 Insurance. The Parties shall procure and maintain insurance as set forth in the attached Schedule 7.1.

6.2 Client Indemnity. Client will indemnify and defend Premise Health, any Pharmacy Operator, and Premise Health’s and the Pharmacy Operator’s parents, subsidiaries, other affiliates, and their respective officers, directors, trustees, employees, agents, contractors or other representatives (collectively, the “Premise Health Parties”) from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys’ fees and costs (together, “Liability”), brought or otherwise claimed by a third party that Premise Health or the Premise Health Parties may incur directly or indirectly resulting from or based upon (a) any negligence or willful misconduct of Client or Client’s parents, subsidiaries, other affiliates, and their respective officers, directors, trustees, employees, agents, contractors or other representatives (collectively, the “Client Parties”); provided, however, that Client will not be required to indemnify or defend Premise Health or the Premise Health Parties for any Liability to the extent such Liability results from any negligence or willful misconduct of Premise Health or

the Premise Health Parties; (b) the condition of the Pharmacy, including without limitation, environmental liabilities, except to the extent any such condition is created by Premise Health or the Premise Health Parties; (c) the physical condition and security of the Pharmacy or equipment provided by Client or the Client Parties, except to the extent caused by Premise Health or the Premise Health Parties; (d) any alleged breach of confidentiality by Client or the Client Parties that results from Client's or the Client Parties' access to Participants' pharmacy records and unauthorized or illegal publication by Client or the Client Parties of information contained in the Participants' prescription records (e) application by Client or the Client Parties of their human resource policies to Pharmacy Personnel (f) denial of prescription benefit coverage, whether by omission, decision, or design and (g) Client's breach of any representation or warranty set forth in this Agreement. The foregoing indemnification shall include, but shall not be limited to, any Liability resulting directly or indirectly from the presence, removal or disposal of any hazardous substance in accordance with Section 3.2(b).

6.3 Premise Health Indemnity. Premise Health will indemnify and defend Client and the Client Parties from any Liability brought or otherwise claimed by a third party that Client or the Client Parties may incur directly or indirectly resulting from or based upon (a) any negligence or willful misconduct of Premise Health or the Premise Health Parties; provided, however, that Premise Health will not be required to indemnify or defend Client or the Client Parties for any Liability to the extent such Liability results from any negligence or willful misconduct of Client or the Client Parties; (b) the condition of the Pharmacy, including without limitation, environmental liabilities, to the extent any such condition is created by Premise Health or the Premise Health Parties; (c) the physical condition and security of the Pharmacy or equipment provided by Client or the Client Parties, to the extent caused by Premise Health or the Premise Health Parties; (d) any alleged breach of confidentiality by Premise Health or the Premise Health Parties that results from access to Participants' pharmacy records and unauthorized or illegal publication by Premise Health or the Premise Health Parties of information contained in the Participants' prescription records, and (e) Premise Health's breach of any representation or warranty set forth in this Agreement. The foregoing indemnification shall include, but shall not be limited to, any Liability resulting directly or indirectly from the presence, removal or disposal of any hazardous substance in accordance with Section 3.2(b).

6.4 Indemnity Procedure.

(a) If any action or proceeding is brought against a Party, or such Party receives a notice of a claim, for which action, proceeding or claim such Party (the "**Indemnified Party**") may seek indemnity under this Agreement from the other Party (the "**Indemnifying Party**"), the Indemnified Party will promptly deliver written notice of such action, proceeding or claim to the Indemnifying Party (the "**Indemnification Notice**"). Failure to deliver the Indemnification Notice to the Indemnifying Party will not relieve the Indemnifying Party from its indemnification obligation under this Agreement, except (i) to the extent that the Indemnifying Party is prejudiced by such failure to deliver notice and (ii) the Indemnifying Party will not indemnify the Indemnified Party for any legal expenses and costs incurred by the Indemnified Party before the Indemnified Party delivers the Indemnification Notice.

(b) The Indemnifying Party may undertake, directly or through its insurer, the defense of any such action, proceeding or claim, and may contest or, settle such action, proceeding

or claim on such terms as the Indemnifying Party may choose. The Indemnifying Party will deliver notice of intent to defend in whole or in part to the Indemnified Party within 60 days after receipt of the Indemnification Notice. If the Indemnifying Party or its insurer undertakes such defense, such defense will be conducted by attorneys retained by the Indemnifying Party or the insurer at the Indemnifying Party's or its insurer's cost and expense. The Indemnified Party, however, may participate in such proceedings through attorneys of its own choosing and at its own expense.

SECTION 7
RECORDS, CONFIDENTIALITY, POLICIES AND PROCEDURES

7.1 Pharmacy Records and Participant Information.

(a) Incidental to the rendering of Services under the terms and conditions of this Agreement, Premise Health or its Pharmacy Operator will generate documentation, records, and reports necessary to render the Services.

(b) Pharmacy Operator will maintain pharmacy records in compliance with federal and state laws, rules and regulations, as may be amended from time to time, concerning the maintenance and confidentiality of such records. Pharmacy Operator will release pharmacy records to Client solely in accordance with requirements of state and federal law and regulations.

(c) Premise Health, its Pharmacy Operator, and Client will not, directly or indirectly, use or disclose any confidential Participant information, except (i) as provided in this Agreement, or (ii) for the purpose of patient care, when such use or disclosure is in accordance with applicable laws

7.2 Confidential Business Information.

(a) Confidential information with respect to either Party (which shall include, with respect to Premise Health, any Pharmacy Operator) means trade secrets, internal business practices, business records, processes, plans, goals, strategies, software systems, protocols, policies, procedures, customers, employee lists, business partners, finances, products, services, pricing, materials requirements, identity and quantities of materials purchased and in inventory, material sources and prices, information learned by the other Party by observing such Party's facilities, and any other written information marked "Confidential."

(b) Each Party agrees that (i) it will use its reasonable efforts to keep secret and will not, directly or indirectly, use, except as provided herein, or disclose any confidential information of the other Party that it acquires from, or is afforded access to by, the other Party during the performance under this Agreement, except as authorized by the other Party in writing prior to such disclosure; (ii) it will exercise all reasonable efforts to prevent third parties from gaining access to confidential information of the other Party; (iii) it will not use or copy any confidential information of the other Party for itself or for any person except for the purpose of its performance under this Agreement; and (iv) unless otherwise agreed by the Parties, it will, at the option of the other Party, destroy or return to the owner thereof all documents, materials and other

tangible items containing confidential information of the other Party (and all copies thereof) upon termination of this Agreement.

(c) Confidential information does not include any information which (i) at the time of the disclosure is already known to the recipient other than by way of prior disclosure under a confidentiality agreement; (ii) has been lawfully acquired by the recipient from a third party without violating the terms of this Agreement or any provision of applicable law or has been independently developed by the recipient; (iii) is required to be disclosed pursuant to judicial or administrative process in connection with any action, suit, proceeding or claim or otherwise by applicable law (but only to the extent so required to be disclosed); provided, however, that the Party required to disclose such information will give the other Party whose information is proposed to be disclosed as much advance notice of such disclosure as possible, (iv) is or becomes available in issued patents, published patent applications or printed publications of general public circulation other than by violation of this Agreement; or (v) is generally disclosed by the disclosing party to the public without restriction.

7.3 Confidentiality of Protected Health Information. The Parties hereto and any Pharmacy Operator will comply with all applicable requirements and obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) which governs any uses and disclosures of pharmacy, medical and other individually identifiable health information specifically relating to Participants (“Protected Health Information” or “PHI”) that may occur as a result of this Agreement. Both Parties warrant that they, and Premise Health warrants that any Pharmacy Operator, will maintain and protect the confidentiality of all PHI in accordance with the applicable requirements and obligations under HIPAA and all applicable federal and state laws and regulations. However, nothing herein will limit either Party’s or any Pharmacy Operator’s use of any aggregated patient information that does not contain or constitute PHI.

7.4 Policies and Procedures. In order to assure adequate and knowledgeable performance under this Agreement, Client will provide Premise Health and its Pharmacy Operator with access to Client’s policies and procedures insofar as they relate to the Pharmacy and the Services. Client acknowledges that Premise Health’s and its Pharmacy Operator’s performance under this Agreement will be inhibited if Client does not provide both Premise Health and its Pharmacy Operator with all applicable policies and procedures insofar as they relate to the Pharmacy and the Services.

7.5 Hazard Communications. Within two weeks of the commencement of operations at the Pharmacy, Premise Health must provide to all on-site Pharmacy Personnel the hazard communication training required by applicable federal and state law.

SECTION 8
INDEPENDENT CONTRACTOR

8.1 In providing and performing pharmacy services and management services under this Agreement, Premise Health will act as, and be deemed to be, an independent contractor. Nothing contained in this Agreement is deemed to create a relationship of master/servant, employer/employee, partnership or joint venture between Client and Premise Health, between Client and any Pharmacy Operator, or between Client and any Pharmacy Personnel.

8.2 Premise Health and its Pharmacy Operator, as applicable, are solely responsible for hiring and training the Pharmacy Personnel, and, to the extent necessary, training subcontractors and, therefore, all such persons are or will be the employees or subcontractors of Premise Health. None of Pharmacy Personnel will be directly or indirectly employed by Client and they will not be deemed to be employees or agents of Client for any purpose whatsoever.

8.3 Client does not have the right of control over the specific manner of performance of Pharmacy Personnel's duties hereunder. The right of control over the specific manner of performance of such duties is vested entirely in Premise Health or its Pharmacy Operator, except where the scope of professional practice is concerned, in which case control is vested in the appropriate Pharmacy Personnel.

SECTION 9
PRESS RELEASES AND USE OF NAMES MARKETING

9.1 **Press Releases, Use of Names.** Subject to the restrictions provided in this Section, each Party will have the right to issue press releases regarding this Agreement to local, national and trade publications throughout the Term. In addition, each Party will have the right to identify the relationship in sales and promotional activities, including listing Client in a list of clients. Any information disclosed by either Party to the public that references the other Party as contemplated in this Section will require that Party's prior approval, which approval may not be unreasonably withheld or delayed.

9.2 **Marketing Plan.** During the Term, Premise Health and Client agree that they will work together in good faith to develop a marketing plan that will increase awareness of the Pharmacy among Participants. Client agrees to make available to Premise Health, without charge, certain existing intracompany communications vehicles to communicate messages and/or print advertisements about the Pharmacy. These communication vehicles will include, but are not limited to, newsletters, direct mailings, payroll insertions and internal postings. Such advertisements and messages will appear in the communications vehicles as often as deemed reasonably necessary by the Parties to support the Pharmacy. In addition, Client will accurately describe and represent the role of Premise Health and its Pharmacy Operator in providing the Services in all communications, including marketing and advertising materials to Participants.

SECTION 10
EXCLUSIVITY AND NON-SOLICITATION

10.1 **Exclusive Provider.** Premise Health and any Pharmacy Operator have the exclusive right and authority to provide the Services to Client during the Term.

10.2 **Non-Solicitation.** At termination of this agreement, Premise Health agrees to release all Premise Health employees working at the Deschutes County sites from any applicable non-compete or non-solicitation agreement or any agreement that would otherwise preclude the employee from working for any other employer associated with providing services/work at the Deschutes County sites.

10.3 Placement Fee. If Client, its affiliates or vendors employs any individual in violation of Section 10.2, Client will pay Premise Health a placement fee equal to such individual’s annual gross compensation for the first year in the new position. Client will pay Premise Health the fee set forth in this Section within 30 days after commencement of employment of the individual with Client or its affiliates or vendors, as applicable.

SECTION 11
MISCELLANEOUS

11.1 Dispute Resolution. If a dispute or difference of any kind whatsoever (a “**Dispute**”) arises between Premise Health and Client in connection with or arising out of this Agreement, including interpretation, performance, non-performance, or termination hereof, the Parties will attempt to settle such Dispute in the first instance by good faith mutual discussion. If such Dispute has not been resolved within 30 days by mutual discussion, and the Parties do not mutually agree to extend such discussion, either Party may seek legal remedy. Either Party may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this Section.

11.2 Force Majeure. Neither Party will be deemed to be in default of this Agreement if it (or in the case of Premise Health, its Pharmacy Operator) is prevented from performing any obligation hereunder for any reason beyond its control, including but not limited to, acts of God, war, civil commotion, fire, flood or casualty, shortages of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder to the extent reasonably practicable. It is agreed that financial inability will not be deemed to be a matter beyond a Party’s control.

11.3 Third Party Beneficiaries. Client Parties and Premise Health Parties (including, without limitation, Pharmacy Operator) are intended third-party beneficiaries under Section 7.2 of this Agreement, and Pharmacy Operator is an intended third-party beneficiary under Section 1.2 of this Agreement. Except for the foregoing, Premise Health and Client do not intend to establish a third party beneficiary agreement between Premise Health or any of its employees or agents or Pharmacy Operator and any of its employees or agents and any of Client’s employees or agents or any Participant.

11.4 Notices. Unless provided otherwise elsewhere in this Agreement, any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and sent by (a) messenger or overnight courier service, with receipt acknowledged by signature, or (b) by certified mail, return receipt requested, postage prepaid, to the Party at the below address; provided that any notices to Premise Health will be deemed delivered when received at Premise Health’s street and email address, as specified below.

If to Premise Health: Premise Health Employer Solutions, LLC
5500 Maryland Way
Suite 120
Brentwood, TN 37027
legal@premisehealth.com
Attention: Legal Department

If to Client: _____

Any notice provided hereunder will be deemed given upon receipt by the addressee. Either Party may designate a different address for receiving notices hereunder by notice to the other Party in accordance with the provisions of this Section.

11.5 Integration and Amendment. This Agreement, as may be amended from time to time, and any exhibit or other attachment to this Agreement represent the entire understanding of Premise Health and Client with respect to the subject matter hereof and supersede all prior negotiations, understandings, agreements and representations, including any confidentiality or non-disclosure agreement entered into between the Parties related to the subject matter hereof, specifically including, without limitation, that certain Pharmacy Agreement, effective May 30, 2021, as amended. This Agreement will also control over any supplemental or inconsistent terms or conditions contained in or attached to any purchase order. No amendment of this Agreement will be binding or of any effect unless in writing, duly signed by an authorized executive officer of the Party against which such amendment is sought to be enforced.

11.6 Successors and Assigns.

(a) Except as set forth in Section 1.2, this Agreement and the rights and obligations of the Parties may not be assigned, nor the Services hereunder delegated, by either Party without prior written consent of the other, which consent will not be unreasonably withheld or delayed, and any attempt to do so will be null, void and of no force of effect, except that either Party may assign its rights and delegate its obligations hereunder to any entity acquiring all or substantially all of such Party's assets and business to which this Agreement relates, whether by sale of assets, merger, consolidation or otherwise, without the prior written consent of the other Party.

(b) Except as provided herein to the contrary, this Agreement is binding upon and inures to the benefit of the Parties, their respective successors and permitted assigns.

11.7 Waiver of Default or Breach. No waiver by either Premise Health or Client of any default or breach of this Agreement operates as a waiver of any future default or breach, whether of like or different character or nature.

11.8 Survival. Sections 5.3, 6, 7.1, 7.2, 7.3, and 11 will survive termination of this Agreement.

11.9 Severability. In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of the provision will not affect any other provision hereof.

11.10 Counterparts; Electronic Records. Premise Health and Client may execute this Agreement in any number of separate counterparts, each of which, when executed and delivered by the Parties hereto, has the same force and effect of an original. All such counterparts are deemed to constitute one and the same instrument. The Parties agree that this Agreement may be converted into an electronic record and that in the event of any dispute involving this Agreement, a copy of such electronic record may serve as the exclusive original. The Parties agree to recognize the validity, enforceability and admissibility of this Agreement in electronic format or any electronic signature created in connection with this Agreement or the relationship between the parties hereto. An electronic record of this Agreement and any electronic signature made in connection with this Agreement shall be deemed to have been signed in hand by the Parties.

11.11 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. BOTH PARTIES SPECIFICALLY AGREE THAT NO CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES MAY BE AWARDED AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR THE RELATIONSHIP COVERED BY THIS AGREEMENT AND EACH WAIVES ITS RIGHTS THERETO. Both Parties understand that this waiver was an integral part of the other Party’s decision to enter into this Agreement. Both Parties also agree that recovery by Premise Health of the Management Fee payable under the terms of this Agreement represents direct damages not excluded by this Section.

11.12 Limited Renegotiation. This Agreement will be construed to be in accordance with any and all applicable federal and state statutes, rules, regulations, principles and interpretations. In the event that there is a change in any applicable federal or state statute, rule, regulation, principle or interpretation that renders any of the material terms of this Agreement unlawful or unenforceable, including any services rendered or compensation to be paid hereunder, either Party will have the immediate right to initiate the renegotiation of the affected term or terms of this Agreement, upon notice to the other Party, to remedy such condition. Should the Parties be unable to renegotiate the term or terms so affected within 30 days of the date on which notice of a desired renegotiation is given so as to bring it/them into compliance with the statute, rule, regulation, principle, or interpretation that rendered it/them unlawful or unenforceable, then either Party will be entitled, after the expiration of said initial 30-day period, to terminate this Agreement upon written notice to the other Party.

11.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. When used herein, the word “including” will not be construed as limiting.

11.14 Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict

of laws. If any legal action is brought to enforce or interpret any part of this Agreement, the substantially prevailing Party will be entitled to recover reasonable attorneys' fees to be determined by the judicial body. The attorneys' fees will be in addition to the amount of judgment or any other relief obtained by the substantially prevailing Party. Any suit brought under this Agreement shall be brought in the state or Federal courts sitting in Deschutes County, Oregon. The Parties waive any claim or defense that such forum is not convenient or proper. Each Party agrees that any such court shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by Oregon law.

11.15 Signatory Authority. Each Party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to bind such Party to all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first set forth above, intending to be legally bound hereby.

DESCHUTES COUNTY

PREMISE HEALTH EMPLOYER SOLUTIONS, LLC

Dated this _____ of _____, 20__

By: _____

PATTI ADAIR, Chair, County Commissioner

Name: _____

Title: _____

ANTHONY DeBONE, Vice Chair, County Commissioner

Date: _____

PHIL CHANG, County Commissioner

DESCHUTES COUNTY DIRECTOR OF HUMAN RESOURCE

**SCHEDULE 7.1
INSURANCE**

A. Premise Health Insurance. During the Term, Premise Health shall acquire and maintain, at its own expense, written in US Dollars, in full force and effect, the policies of insurance outlined below:

i. Worker’s Compensation Insurance, including statutory occupational illness and disease coverage, or other similar social insurance in accordance with the laws of the country, state, or territory exercising jurisdiction over Pharmacy Personnel and Employer’s Liability Insurance with a minimum limit of \$1,000,000 each accident, \$1,000,000 policy limit, and \$1,000,000 each employee.

ii. Commercial General Liability Insurance, including Personal Injury, and Broad Form Property Damage Liability coverage for bodily injury (including death) or damages to any property with a minimum of \$2,000,000 per occurrence and \$6,000,000 general aggregate.

iii. Professional Liability (Errors and Omissions), covering acts, errors or omissions arising out of Services performed under this agreement in an amount no less than \$2,000,000 per occurrence and \$6,000,000 per aggregate. This policy shall have no deductible or self-insured retention. As a claims-made policy coverage ceases at the time coverage is not renewed or replaced or at the time this agreement is terminated, Client shall be solely obligated to pay the cost of Tail Coverage pursuant to Section H of this Schedule 7.1.

iv. Commercial Property Insurance, such policy on a Special or “All Risk” form covering Premise Health and its Pharmacy Operator’s property on Client’s premises, as well as Client’s property in Premise Health or its Pharmacy Operator’s care, custody and control with a minimum limit adequate to cover such risks on a 100% replacement cost basis.

v. Business Automobile Liability Insurance covering Premise Health and its Pharmacy Operator’s use of all owned, non-owned, and hired automobiles with a minimum combined single limit of \$1,000,000.

vi. Commercial Crime (or equivalent) Insurance policy, including employee dishonesty and computer fraud, covering losses arising out of or in connection with any fraudulent or dishonest acts committed by employees, officers, or agents of Premise Health or its Pharmacy Operator, acting alone or in collusion with others, including the property and funds of others in their care, custody or control, in a minimum amount of \$5,000,000 per occurrence, and \$5,000,000 aggregate.

B. Client Insurance. During the Term, Client shall acquire and maintain, at its own expense, written in US Dollars, in full force and effect, the policies of insurance outlined below with respect to Client’s ownership and operation of the building where the Pharmacy is located:

i. Worker’s Compensation Insurance, including statutory occupational

illness and disease coverage, or other similar social insurance in accordance with a minimum limit of \$1,000,000 each accident, \$1,000,000 policy limit, and \$1,000,000 each employee.

ii. Commercial General Liability Insurance, including Products, Completed Operations Liability, Personal Injury, Contractual Liability and Broad Form Property Damage Liability coverage for bodily injury (including death) or damages to any property with a minimum of \$2,000,000 per occurrence and \$4,000,000 general aggregate.

iii. Commercial Property Insurance, such policy on a Special or “All Risk” form covering Client’s property as well as Premise Health’s and any Pharmacy Operator’s property in Client’s care, custody and control with a minimum limit adequate to cover such risks on a 100% replacement cost basis.

C. Right to Self-Insure. Each Party agrees to permit the other Party to self-insure its liability obligations hereunder under its programs of self- insurance. Evidence of a Party’s coverage under such self-insurance programs is available upon request. Each Party will be listed as Additional Insured under self-insurance programs as required herein.

D. Insurance Coverage Requirements. All coverage required hereunder will be provided by carriers having a minimum A.M. Best Rating of no less than A-, with a Financial Strength Rating of no less than VIII (8), *provided, however,* that certain primary layer Premise Health coverage required hereunder will be provided through Green Hills Insurance Company, a non-rated Vermont-domiciled Risk Retention Group (NAIC #11941)) principally owned by Premise Health, its subsidiaries and affiliates. All insurance carriers used by Premise Health will be licensed and qualified to do business in the state in which the Pharmacy is located. Any excess (umbrella) coverage to the primary layer carrier will have a minimum A.M. Best Rating of no less than A-. Evidence of coverage hereunder will be provided prior to the commencement of Services under this Agreement. Coverage hereunder shall not be subject to cancellation on less than 30 days’ written notice

E. Cost of Coverage. Premise Health and Client will each bear the cost of procuring and maintaining their own respective insurance coverages as set forth in this Section, except to the extent of Professional Liability (malpractice) insurance coverage and Commercial General Liability Coverage, which Premise Health shall procure but which cost Client shall bear pursuant to the current Budget and as set forth in Section 4.5, but not to exceed the cost for those limits as agreed to between the parties outlined above (\$2,000,000 per incident, with an annual aggregate of \$6,000,000).

F. Waiver of Subrogation. Each Party agrees that their respective insurers must waive their rights of subrogation against the other Party, its employees, officers, and agents when applicable.

G. Primary and Non-Contributory. Each Party agrees that all coverages required of them respectively hereunder, whether primary or excess, shall always be primary to any insurance carried by the other Party, whether that be primary, excess, umbrella, or self-insurance.

H. Extended Reporting Period Endorsement. The Professional Liability insurance described herein is written on a claims-made basis. Claims-made coverage ceases to exist at the termination of the contractual relationship between Client and Premise Health. Therefore, in order to ensure continued coverage, Premise Health will procure but Client will purchase an Extended Reporting Period Endorsement (“Tail Coverage”), with a minimum term of two years, for professional liability claims which may be made against Premise Health and Client after contract termination and during the run-off of the professional liability through the statute of limitation or repose, as applicable. Client will submit payment to Premise Health for the Tail Coverage within 30 days of contract termination. Premise Health will provide to Client documentation from the insurance carrier (or applicable broker) as to the cost of such Tail Coverage, which shall not to exceed the last annual premium amount paid, or payable, by Client under this Agreement.

I. Obligations following Termination. Notwithstanding any other provision in the Agreement or herein, Premise Health’s indemnification obligations will not survive the termination of the contractual relationship between Client and Premise Health through the statute of limitation or repose, as applicable, without Tail Coverage as set forth in Section H.

J. Additional Insured. Premise Health and Client will each cause their respective policies to be duly and properly endorsed to provide for Additional Insured status of the other Party (and, with respect to Client’s policies, Additional Insured status of Premise Health’s Pharmacy Operator), limited to claims against the Additional Insured based on the negligence of the Named Insured, as follows:

i. Client, its directors, officers, agents, employees, affiliates, subsidiaries and other authorized representatives will be included as additional insured under any policy or policies provided or maintained by Premise Health as set forth above, except for the statutory workers’ compensation specified in Section A.i above and Commercial Property insurance specified in Section A.iv above.

ii. Premise Health, its Pharmacy Operator, and their respective directors, officers, agents, employees, affiliates, subsidiaries, and other authorized representatives will be included as additional insured parties under any policy or policies provided or maintained by Client as set forth above, except for the statutory workers’ compensation specified in Section B.i above and Commercial Property insurance specified in Section B.iii above.

K. Cancellation, Expiration, or other Reduction in Coverage. Neither Premise Health nor Client will allow any of its respective policies or any part or portions thereof to be canceled, allowed to expire or reduced in scope of coverage (other than as a reduction in the limits of insurance solely due to claim payments) until 30 days’ advance written notice thereof has been sent to the other Party (only policies required of the respective Party, pursuant to this Section).

L. Evidence of Insurance. Prior to the commencement of operations, and annually thereafter, each Party will furnish to the other evidence of insurance showing that the aforesaid insurance and endorsements are in full force and effect.

M. Failure to Maintain. In the event either Party fails to procure or maintain in full force and effect any of the insurance or endorsements required pursuant to this Schedule 7.1, the other Party shall have the right to immediately terminate this Agreement as set forth in Section 6.1(b) of the Agreement.

N. Deductibles & Self-Insured Retentions. All self-insured retentions and/or deductibles on any referenced insurance coverages must be borne by the insured Party. Such Party shall be responsible for all claims expenses and loss payments within the policy deductible or self-insurance retention. If the policy is subject to an aggregate limit, replacement insurance may be required if it is likely that such aggregate will be exceeded. Such insurance shall be subject to the terms, conditions, and exclusions that are usual and customary for this type of insurance.

**EXHIBIT A
PHARMACY SERVICES**

Pursuant to Section 1.2 of the Agreement, Premise Health shall remain fully responsible to the Client for ensuring the timely performance of Premise Health’s and Pharmacy Operator’s obligations set forth below:

1.1 Licenses. Pharmacy Operator will maintain the licenses necessary to operate the Pharmacy including a DEA license, an Oregon pharmacy license, business license (if applicable) and any other licensure, permits, or approvals necessary to legally provide the pharmacy services at the Pharmacy.

1.2 Pharmacy Manager. Pharmacy Operator’s designated pharmacy manager will be responsible for the coordination, implementation, and day to day delivery of the pharmacy Services. The designated pharmacy manager will be supported by Pharmacy Operator’s managers and supervisors.

1.3 Implementation Services. Premise Health, with the support of Pharmacy Operator, will ensure the completion of all aspects of the implementation plan (including reporting upon mutually agreed upon client responsibilities and timelines). Specific implementation work-streams will include, but are not limited to:

- (a) Facilities.
- (b) Recruiting.
- (c) Information Systems (principally handled by Pharmacy Operator).
- (d) Purchasing (principally handled by Pharmacy Operator).
- (e) Legal (principally handled by Pharmacy Operator).
- (f) Marketing/ Communication.
- (g) Benefits/ Plan Design (in cooperation with Pharmacy Operator).
- (h) Clinical Programming/Oversight (in cooperation with Pharmacy Operator).
- (i) Quality Assurance/ Risk Management.
- (j) Pharmacy set-up (principally handled by Pharmacy Operator).
- (k) Training (principally handled by Pharmacy Operator).
- (l) Post-live Transition (principally handled by Pharmacy Operator).

1.4 Staffing. Pharmacy Operator will recruit, hire and provide necessary training to all

staff members at the Pharmacy. The pharmacist and pharmacy technicians will be appropriately licensed or certified, as applicable, to be able to perform the functions of their job descriptions.

1.5 Pharmacy Services Offered.

Pharmacy Operator (except as otherwise indicated) will:

- (a) Open and close the Pharmacy at agreed upon hours.
- (b) Fill prescriptions for patients and offer multi-day (e.g., 90-day) supply to patients.
- (c) OTC Services:
 - (i) Stock or dispense over-the-counter ("OTC") medications as mutually agreed among Client, Premise Health, and any Pharmacy Operator.
 - (ii) Offer a select variety of OTC medications and related supplies, such medications and supplies to be offered at discounted prices, subject to approval by Client in its discretion.
- (d) Be responsive to questions from patients, Pharmacy staff and outside medical professionals. Provide and manage professional interactions with the client, the employees, Pharmacy staff, and outside medical professionals.
- (e) Manage day-to-day operational issues with the pharmacy services and address any concerns of Client regarding the pharmacy Services.
- (f) Collect prescription co-pays and balance cash register at the end of the day.
- (g) Contact a provider's office to renew prescriptions as necessary.
- (h) Provide computerized inventory control system and use prescription reports [and/or wholesaler] to set order points.
- (i) Send and receive medication orders via the computer system.
- (j) Perform periodic inventory audit as required under applicable law.
- (k) Purchase and manage all inventories at the Pharmacy.
- (l) Ensure proper handling and storage of all pharmaceuticals as required by Oregon and federal regulations and manufacturer recommendations.
- (m) Comply with the Premise Health, Pharmacy Operator, and, to the extent applicable, Client policies and procedures relating to personal conduct.

(n) In cooperation with Premise Health, train staff consistent with Pharmacy Operator's and, as applicable, Premise Health's policies and procedures with respect to expectations around the following:

- (i) Treating patients with integrity and respect.
- (ii) Preventing medication errors.
- (iii) Providing patient education.
- (iv) Reviewing medication profiles for medication interactions, adverse drug effects.

(o) Reports. Premise Health (in cooperation with Pharmacy Operator) will provide reports with respect to the Pharmacy. An example of such reports is attached hereto as Attachment 1.

- (p) Return outdated stock to manufacturers for credit, as applicable.
- (q) Counseling. Provide patient counseling and patient education.

(r) Install, maintain, and update all hardware and communication equipment in connection with operating the Pharmacy.

(s) Immunization Services.

(i) Provide immunization services. Immunizations will be administered as supply is available, as covered by Client's summary plan description and allowed by applicable law.

(ii) Provide immunization services as permitted by pharmacy laws including: vaccinations to Participants based on current state practice.

(t) Address questions from applicable health professionals.

(u) Implement the formulary directives with community physicians whose employees' members use the Pharmacy by contacting physicians to have prescriptions changed, as applicable.

(v) Cooperate and comply with all OSHA guidelines for the proper handling and disposal of any hazardous pharmaceuticals or chemicals.

(w) Participate in Health Fairs/Lunch & Learns subject to additional fees including but not limited to reimbursement of marketing materials.

(x) Pharmacy Medical Waste Removal.

(i) Coordinate, and if necessary arrange, for periodic regulated pharmacy

medical waste pickup as required and will be coordinated with the local plant management team and procedures.

(ii) Use its standard resources/account to provide pharmacy medical waste removal.

(iii) Obtain licenses/certificates as may be required by applicable law for removal of the Pharmacy medical waste.

(y) Participate in annual Client-patient satisfaction survey.

(z) As mutually agreed upon, Premise Health will provide marketing and communication recommendations (including suggested messaging, promotions, etc.) to promote the opening of the Pharmacy.

(aa) Participate in pharmacist or pharmacy certification program(s), as mutually agreed among Premise Health, any Pharmacy Operator, and Client.

1.6 Chronic Condition Program Management. Services will meet or exceed all standards recognized by the Oregon Board of Pharmacy.

(a) Provide overall program management and integrate with Client health management programs.

(b) Provide engagement in employee health-management programs through the Pharmacist Provider-Patient relationship.

(c) Assist Patients with taking initial steps to become active participants in managing their chronic disease issues by completing a limited health appraisal.

(d) Provide ongoing support and mitigation of pharmacy issues.

(e) Perform patient check-in processes.

(f) Manage patient pharmacy information.

(g) Collaborate with patients and patient’s primary care providers for pharmacy related issues.

(h) Perform pharmacy quality improvement programs where feasible.

1.7 Clinical Pharmacist Duties to include:

(a) Medication Management to include collecting medical and drug histories from patients, comprehensive medication review, medication monitoring, and provider outreach to relay recommendations for adjustments to drug therapy when necessary.

(b) **Medication Reconciliation:** the comprehensive evaluation of a patient's medication regimen any time there is a change in therapy in an effort to avoid medication errors such as omissions, duplications, dosing errors, or drug interactions, as well as to observe compliance and adherence patterns.

(c) **Education and Behavioral Counselling** to provide patient specific education, and recognized wellness coaching processes to help patients enact behavioral modification. Sessions will typically be 1 to 1 with the Script Your Care pharmacist.

1.8 Eligible Participants. Participants who are eligible to receive Services at the Pharmacy include are all Participants enrolled in the Client's employee benefits plan, which includes Client employees, spouses and dependents of employees, COBRA-eligible Participants, and retirees of Client or Central Oregon Intergovernmental Council (COIC).

Exhibit B Budget



Deschutes County - Pharmacy Budget

	IMP	Year 1	Year 2	Year 3	Year 4	Year 5
Fixed Expenses	\$ -	\$ 86,357	\$ 88,948	\$ 91,616	\$ 94,365	\$ 97,186
Variable Expenses	\$ -	\$ 371,808	\$ 382,960	\$ 394,449	\$ 406,282	\$ 418,471
Total Expenses	\$ -	\$ 458,163	\$ 471,908	\$ 486,065	\$ 500,647	\$ 515,668
COGS	\$ -	\$ 3,164,326	\$ 3,258,255	\$ 3,357,033	\$ 3,457,744	\$ 3,561,476
Recoveries	\$ -	\$ (656,073)	\$ (674,725)	\$ (694,967)	\$ (715,816)	\$ (737,291)
Staffing Model						
Pharmacy Manager		1.00	1.00	1.00	1.00	1.00
Pharma Tech		1.20	1.20	1.20	1.20	1.20
Total FTEs		2.20	2.20	2.20	2.20	2.20

- ◆ This Pricing provided by Premise Health is valid for 60 days.
- ◆ Will begin billing fixed and labor costs on first month of training.
- ◆ Recruiting costs for Years 1 - 5 will be billed as incurred.
- ◆ IT Refresh will be billed as Incurred after Year 3.
- ◆ Model assumes no circuit construction or extension of Demark.

¹ Fixed expenses include Technology Services, Insurance, Management Fee, and G&A Fee.
² Variable expenses include Staffing Cost, Supplies, Lab Fees, Professional Development, Professional Fees, Datalines, Building Services, Account Travel, and Encounter Fees. Additional expenses not outlined here will be billed as incurred.
³ Additional pricing detail can be provided upon request, outside of the RFP.
⁴ The above projections for Years 2-5 are estimates built off of Year 1 budget. Actual budget will be adjusted based on actual spend and any other budgetary requirements each year.



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 23, 2022

SUBJECT: Board consideration of whether to hear an appeal of a Hearings Officer Decision
(Appeal No. 247-22-000109-A)

RECOMMENDED MOTION:

Move approval of Order 2022-008 an Order approving review of Hearings Officer's Decision in File No. 247-21-000756-CU.

Or

Move approval of Order 2022-008 an Order denying review of Hearings Officer's Decision in File No. 247-21-000756-CU.

BACKGROUND AND POLICY IMPLICATIONS:

Please see attached memorandum and case website linked below:

<https://www.deschutes.org/cd/page/247-21-000756-cu-kerr-template-dwelling>

BUDGET IMPACTS:

None

ATTENDANCE:

Caroline House, Senior Planner



MEMORANDUM

TO: Board of County Commissioners

FROM: Caroline House, Senior Planner

DATE: February 16, 2022

RE: An appeal of the Hearings Officer’s decision approving a single-family dwelling in the Forest Use (F2) Zone; Land Use File No. 247-21-000756-CU and Appeal No. 247-22-000109-A

On February 23, 2022, the Board of County Commissioners (“Board”) will consider hearing an appeal of the Hearings Officer’s decision approving a conditional use permit to establish a single-family dwelling in the Forest Use (F2) Zone.

I. PROCEDURAL HISTORY

A public hearing before a Hearings Officer was held on November 30, 2021. The Hearings Officer issued an approval on January 28, 2022. Mr. Robert H. Windlinx, Jr., as a Trustee of the Windlinx Ranch Trust, filed a timely appeal of the Hearings Officer’s decision on February 9, 2022.

II. PROPOSAL

The applicant is requesting conditional use approval to establish a single-family dwelling in the Forest Use (F2) Zone. The requested Forest Use dwelling type is a “Template Dwelling”.

III. THE WINDLINX RANCH TRUST APPEAL

The Windlinx Ranch Trust, the appellant, requests the Board review the Hearings Officer’s decision on appeal to address the following summarized issues.

- The applicant does not have a long-term access agreement to the subject property.
- The applicant cannot legally use the County’s property line adjustment process to increase property benefited by an easement.
- The applicant has not met the template dwelling test requirements for the number of lots or parcels within the required 160-acre template.

- The subject property is capable of producing more wood fiber than documented by the applicant.
- The applicant has incorrectly illustrated the 160-acre template used to satisfy the template test requirements.
- The applicant’s proposal will have significant impacts on the Windlinx Ranch Trust’s tree farm and increase the cost of accepted forest practices.
- The applicant’s proposal will significantly increase fire hazard and fire protection costs.

IV. BOARD OPTIONS

There are two Orders attached to this memo; one to hear the appeal and one to decline to hear the appeal. In determining whether to hear an appeal, the Board may consider only:

1. The record developed before the Hearings Officer;
2. The notice of appeal; and
3. Recommendation of staff¹

In addition, if the Board decides to hear the appeal, it may consider providing time limits for public testimony.

Reasons not to hear

The Hearings Officer’s decision is well written and reasoned, and could be supported, as the record exists today on appeal to the Land Use Board of Appeals (LUBA). The appeal issues are primarily matters of state law interpretation and a Board decision would not be given deference if appealed to LUBA. Both parties were well represented by land use attorneys. For these same reasons and due to the increased cost to the client to prepare for a Board hearing, the applicant requests the Board not hear the appeal.

Reasons to hear

The Board may want to take testimony and make interpretations relating to the Hearings Officer’s decision. The Board may also want to reinforce or refute some or all of the decision findings/interpretations prior to Land Use Board of Appeals review.

If the Board decides the Hearings Officer’s decision shall be the final decision of the county, then the Board shall not hear the appeal and the party appealing may continue the appeal as provided by law. The decision on the land use application and associated appeal becomes final upon the mailing of the Board’s decision to decline review.

¹ Deschutes County Code 22.32.035(D)

V. STAFF RECOMMENDATION

Staff recommends the Board not hear this appeal, because staff believes the appellant was able to present all relevant evidence at the hearing and during the open record period. Further, staff agrees with the Hearings Officer's analysis and decision. Finally, the appeal issues are primarily matters of state law interpretation.

VI. 150-DAY LAND USE CLOCK

The 150th day on which the County must take final action on this application is April 17, 2022.

VII. RECORD

The record for land use file no. 247-21-000756-CU and the notice of appeal are presented at the following Deschutes County Community Development Department website:

<https://www.deschutes.org/cd/page/247-21-000756-cu-kerr-template-dwelling>

Attachments:

1. DRAFT Board Order 2022-008 Accepting Review of the Hearings Officer's Decision
2. DRAFT Board Order 2022-008 Declining Review of the Hearings Officer's Decision

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Accepting Review of Hearings *
Officer’s Decision on File No. 247-21- * ORDER NO. 2022-008
000756-CU.

WHEREAS, on January 28, 2022, the Hearings Officer approved File No. 247-21-000756-CU;
and

WHEREAS, on February 9, 2022, the Windlinx Ranch Trust, the Appellant, appealed (Appeal
No. 247-22-000109-A) the Deschutes County Hearings Officer’s Decision on File No. 247-21-
000756-CU; and

WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow
the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear
appeals of Hearings Officer’s decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application
on appeal; now therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY
ORDERS as follows:

Section 1. That it will hear on appeal Appeal No. 247-22-000109-A pursuant to Title 22
of the DCC and other applicable provisions of the County land use ordinances.

Section 2. The appeal shall be heard *de novo*.

Section 3. Staff shall set a hearing date and cause notice to be given to all persons or
parties entitled to notice pursuant to DCC 22.24.030 and DCC 22.32.030.

Section 4. Pursuant to DCC 22.32.024, the Board waives the requirement that the
appellants provide a complete transcript for the appeal hearing.

Section 5. Pursuant to DCC 22.32.035(D), to date the only documents placed before and
considered by the Board are the notice of appeal, recommendations of staff, and the record

developed before the lower hearings body for File No. 247-21-000756-CU as presented at the following website:

<https://www.deschutes.org/cd/page/247-21-000756-cu-kerr-template-dwelling>

Going forward, all documents further placed before, and not rejected by, the Board shall be added to the aforementioned website, and that website shall be the Board's official repository for the record in this matter.

DATED this ____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ATTEST:

PHIL CHANG, Vice Chair

Recording Secretary

ANTHONY DeBONE, Commissioner

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Denying Review of Hearings *
Officer’s Decision on File No. 247-21- * ORDER NO. 2022-008
000756-CU.

WHEREAS, on January 28, 2022, the Hearings Officer approved File No. 247-21-000756-CU; and

WHEREAS, on February 9, 2022, the Windlinx Ranch Trust, the Appellant, appealed (Appeal No. 247-22-000109-A) the Deschutes County Hearings Officer’s Decision on File No. 247-21-000756-CU; and

WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officers’ decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. That it will not hear on appeal Appeal No. 247-22-000109-A pursuant to Title 22 of the DCC and/or other applicable provisions of the County land use ordinances.

Section 2. Pursuant to DCC 22.32.015, the County shall refund any portion of the appeal fee not yet spent processing the subject application. If the matter is further appealed to the Land Use Board of Appeals and the County is required to prepare a transcript of the hearing before the Hearings Officer, the refund shall be further reduced by an amount equal to the cost incurred by the County to prepare such a transcript.

Section 3. Pursuant to DCC 22.32.035(D), the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record developed before the lower hearing body for File No. 247-21-000756-CU as presented at the following website:

<https://www.deschutes.org/cd/page/247-21-000756-cu-kerr-template-dwelling>

DATED this ____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ATTEST:

PHIL CHANG, Vice Chair

Recording Secretary

ANTHONY DeBONE, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 23, 2022

SUBJECT: Department Performance Measure Updates for Q2

BACKGROUND AND POLICY IMPLICATIONS:

At the February 23 Board meeting, the departments will provide updates on progress made during Q2 on selected performance measures that fall under the County goal of Healthy People: Enhance and protect the health and well-being of communities and their residents. Additional information is available in the attached staff report.

BUDGET IMPACTS:

None

ATTENDANCE:

Laura Skundrick, Administrative Analyst



BOARD OF COMMISSIONERS

FY 2022 Goals and Objectives

Mission Statement: Enhancing the lives of citizens by delivering quality services in a cost-effective manner.

Safe Communities: Protect the community through planning, preparedness, and delivery of coordinated services.

- Provide safe and secure communities through coordinated public safety and crisis management services.
- Reduce crime and recidivism through prevention, intervention, supervision and enforcement.
- Collaborate with partners to prepare for and respond to emergencies, natural hazards and disasters.

Healthy People: Enhance and protect the health and well-being of communities and their residents.

- Support and advance the health and safety of Deschutes County's residents.
- Promote well-being through behavioral health and community support programs.
- Help to sustain natural resources and air and water quality in balance with other community needs.
- Continue to support COVID-19 pandemic crisis response and community health recovery.

Economic Vitality: Promote policies and actions that sustain and stimulate economic vitality.

- Support affordable and transitional housing options for vulnerable populations through availability of lands, project planning, and appropriate regulation.
- Administer land use policies that promote livability and economic opportunity.
- Maintain a safe, efficient and economically sustainable transportation system.
- Partner with organizations and manage County assets to attract business development, tourism, and recreation.
- Support regional economic recovery from the COVID pandemic.

Service Delivery: Provide solution-oriented service that is cost-effective and efficient.

- Ensure quality service delivery through the use of innovative technology and systems.
- Support and promote Deschutes County Customer Service "Every Time" standards.
- Promote community participation and engagement with County government.

- Preserve, expand and enhance capital assets, to ensure sufficient space for operational needs.
- Maintain strong fiscal practices to support short and long term county needs.
- Provide collaborative internal support for County operations.



Date: February 23, 2022
To: Board of County Commissioners
From: Laura Skundrick, Administrative Analyst
Re: Department Performance Measure Updates for Q2

Departments have completed their Q2 performance measure updates.

At the February 23 Board meeting, the departments will provide updates on progress made during Q2 on selected performance measures that fall under the County goal of **Healthy People: Enhance and protect the health and well-being of communities and their residents.**

Objective: Support and advance the health and safety of Deschutes County's residents.

Department: Health Services

Performance Measure: Reduce outbreaks and spread of disease by completing 95% of communicable disease investigations within 10 days, as defined by the Oregon Health Authority.

Target: 95%

Q2 Update: 11/11 = 100%

Department: Health Services

Performance Measure: Reduce outbreaks and food-borne illness by inspecting a minimum of 95% of licensed facilities (e.g. restaurants, pools/spas/hotels, etc.) per state requirements.

Target: 95%

Q2 Update: 63/782 = 8%. Significant EH staff time continues to be spent on the COVID-19 response, including 591 business outreach calls this quarter (compared to 377 last qtr), responding to complaints (70 this quarter), and outbreak follow-up. The team is aiming to resume more normal inspection volume when safe to do so (e.g. Omicron surge).

Objective: Promote well-being through behavioral health and community support programs.

Department: Health Services

Performance Measure: See Behavioral Health Oregon Health Plan clients within state timelines. Routine: within 1 week

Target: 100%

Q2 Update: 177/279 = 63%. Lower rate is due to vacancies/staffing shortages.

Objective: Help to sustain natural resources and air and water quality in balance with other community needs

Department: Natural Resources

Performance Measure: Maintain or increase the number of communities participating in the Firewise USA Program.

Q2 Update: Number of Firewise sites has increased to 52 from 42 by the end of December 2021.

Department: Solid Waste

Performance Measure: Work with solid waste service providers to increase the diversion rate and collect more recyclables than the average prior three year's 64,000 annual (16,000 per quarter) tons.

Q2 Update: Just over 21.1K tons of recycling material were diverted in Q1 2022 (July to Sept 2021). The quarterly diversion numbers were positively impacted by yard debris and wood waste mulching, which typically runs higher in the summer months (data received by Solid Waste is delayed by one quarter).

Objective: Continue to support COVID-19 pandemic crisis response and community health recovery.

Department: Legal

Performance Measure: The ongoing COVID-19 emergency has compelled Legal to develop and implement effective real time, 24/7 support, dependent upon internal staffing processes that ensure timely, comprehensive legal support.

Q2 Update: Continuing 24/7 support of all things COVID continues.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 23, 2022

SUBJECT: Discussion and review of Draft FY 2023 County Goals and Objectives

RECOMMENDED MOTION:

Move approval of the 2023 Deschutes County Goals and Objectives.

BACKGROUND AND POLICY IMPLICATIONS:

In January, the Board of Commissioners discussed the County's Goals and Objectives for FY 2023. Staff seeks Board feedback on the two draft sets of Goals and Objectives that are included here. A copy of the County's FY 2022 are also included for reference.

Once the Board adopts Goals and Objectives for the coming fiscal year, they will be shared with departments and used to help develop department budgets and correlating performance measures.

BUDGET IMPACTS:

None

ATTENDANCE:

Whitney Hale, Deputy County Administrator

Draft FY 2023 Goals and Objectives – Version I

Mission Statement: Enhancing the lives of citizens by delivering quality services in a cost-effective manner.

Safe Communities - Protect the community through planning, preparedness, and delivery of coordinated services.

- Provide safe and secure communities through coordinated public safety and crisis management services.
- Reduce crime and recidivism and support victim restoration and wellbeing through equitable engagement, prevention, reparation of harm, intervention, supervision and enforcement.
- Collaborate with partners to prepare for and respond to emergencies, natural hazards and disasters.

Healthy People - Enhance and protect the health and well-being of communities and their residents.

- Support and advance the health and safety of all Deschutes County's residents through community support programs.
- Promote well-being through behavioral health and community support programs.
- Help to sustain natural resources and air and water quality in balance with other community needs.
- Continue to support pandemic response and community recovery, examining lessons learned to ensure we are prepared for future events.

A Resilient County - Promote policies and actions that sustain and stimulate economic resilience, a strong regional workforce, and stable housing.

- Update County land use plans and policies to promote livability, economic opportunity, disaster preparedness, an adequate supply of housing, and a healthy environment.
- Maintain a safe, efficient and economically sustainable transportation system.
- Support actions to increase housing supply, including on County-owned properties.
- Partner with organizations and manage County assets to take advantage of changing conditions, respond to disruptions, and grow and sustain businesses, tourism, and recreation.
- Collaborate with partner organizations to make housing instability in all forms rare, brief, and non-recurring by 2032.

Service Delivery - Provide solution-oriented service that is cost-effective and efficient.

- Ensure quality service delivery through the use of innovative technology and systems.
- Support and promote Deschutes County Customer Service "Every Time" standards.
- Continue to enhance community participation and proactively welcome residents to engage with County programs and services.
- Preserve, expand and enhance capital assets, to ensure sufficient space for operational needs.
- Maintain strong fiscal practices to support short and long-term county needs.
- Provide collaborative internal support for County operations with a focus on recruitment and retention initiatives.

Draft FY 2023 Goals and Objectives – Version II

Mission Statement: Enhancing the lives of citizens by delivering quality services in a cost-effective manner.

Safe Communities: Protect the community through planning, preparedness, and delivery of coordinated services.

- Provide safe and secure communities through coordinated public safety and crisis management services.
- Reduce crime and recidivism and support victim restoration and wellbeing through equitable engagement, prevention, reparation of harm, intervention, supervision and enforcement.
- Collaborate with partners to prepare for and respond to emergencies, natural hazards and disasters.

Healthy People: Enhance and protect the health and well-being of communities and their residents.

- Support and advance the health and safety of all Deschutes County's residents through community support programs.
- Promote well-being through behavioral health and community support programs.
- Help to sustain natural resources and air and water quality in balance with other community needs.
- Continue to support pandemic response and community recovery, examining lessons learned to ensure we are prepared for future events.

A Resilient County: Promote policies and actions that sustain and stimulate economic resilience and a strong regional workforce.

- Update County land use plans and policies to promote livability, economic opportunity, disaster preparedness, and a healthy environment.
- Maintain a safe, efficient and economically sustainable transportation system.
- Partner with organizations and manage County assets to take advantage of changing conditions, respond to disruptions, and grow and sustain businesses, tourism, and recreation.

Housing Stability and Supply: Support actions to increase housing production and achieve stability

- Expand opportunities for residential development on County-owned properties.
- Support actions to increase housing supply.
- Collaborate with partner organizations to provide an adequate supply of short-term and permanent housing and services to meet the needs of persons who are houseless or at risk of houselessness.

Service Delivery: Provide solution-oriented service that is cost-effective and efficient.

- Ensure quality service delivery through the use of innovative technology and systems.
- Support and promote Deschutes County Customer Service "Every Time" standards.
- Continue to enhance community participation and proactively welcome residents to engage with County programs and services.
- Preserve, expand and enhance capital assets, to ensure sufficient space for operational needs.
- Maintain strong fiscal practices to support short and long-term county needs.
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BOARD OF COMMISSIONERS

FY 2022 Goals and Objectives

Mission Statement: Enhancing the lives of citizens by delivering quality services in a cost-effective manner.

Safe Communities: Protect the community through planning, preparedness, and delivery of coordinated services.

- Provide safe and secure communities through coordinated public safety and crisis management services.
- Reduce crime and recidivism through prevention, intervention, supervision and enforcement.
- Collaborate with partners to prepare for and respond to emergencies, natural hazards and disasters.

Healthy People: Enhance and protect the health and well-being of communities and their residents.

- Support and advance the health and safety of Deschutes County's residents.
- Promote well-being through behavioral health and community support programs.
- Help to sustain natural resources and air and water quality in balance with other community needs.
- Continue to support COVID-19 pandemic crisis response and community health recovery.

Economic Vitality: Promote policies and actions that sustain and stimulate economic vitality.

- Support affordable and transitional housing options for vulnerable populations through availability of lands, project planning, and appropriate regulation.
- Administer land use policies that promote livability and economic opportunity.
- Maintain a safe, efficient and economically sustainable transportation system.
- Partner with organizations and manage County assets to attract business development, tourism, and recreation.
- Support regional economic recovery from the COVID pandemic.

Service Delivery: Provide solution-oriented service that is cost-effective and efficient.

- Ensure quality service delivery through the use of innovative technology and systems.
- Support and promote Deschutes County Customer Service "Every Time" standards.
- Promote community participation and engagement with County government.

- Preserve, expand and enhance capital assets, to ensure sufficient space for operational needs.
- Maintain strong fiscal practices to support short and long term county needs.
- Provide collaborative internal support for County operations.