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MID-VALLEY BEHAVIORAL CARE NETWORK PROFESSIONAL SERVICES AGREEMENT

MID-VALLEY BEHAVIORAL CARE NETWORK, an Oregon Revised Statutes (ORS) Chapter 190 intergovernmental organization, hereinafter called MVBCN, enters into this Agreement with YAMHILL COUNTY, a political subdivision of the State of Oregon, hereinafter called CONTRACTOR.

1. The basis of this Agreement is Agreement Number 145178 between the State of Oregon, acting by and through the Oregon Health Authority (OHA), and MVBCN. Agreement Number 145178 is incorporated herein as Attachment D. OHA has contracted with MVBCN to accomplish the work in Agreement Number 145178, and MVBCN is subcontracting a portion of that work to CONTRACTOR. Any action taken by OHA upon MVBCN in relation to Agreement Number 145178 shall be applied by MVBCN to CONTRACTOR as appropriate to CONTRACTOR's services under this Agreement. Any error, omission or ambiguity in this Agreement shall be resolved in favor of a meaning that permits MVBCN to comply with Agreement Number 145178.
2. CONTRACTOR agrees to perform the professional services described in Attachment A: Statement of Work (Rental Assistance and Supported Housing Services).
3. MVBCN agrees to pay CONTRACTOR as described in Attachment A. The maximum amount allowable under this Agreement for staff and administration/overhead is \$52,763. The maximum amount allowable under this Agreement for reimbursement of rental assistance and/or move-in expenses is \$84,000. Funds not used for the agreed purposes shall be returned to MVBCN within 30 days from the date of expiration or termination of this Agreement.
4. The Adult Services Coordinator of MVBCN shall serve as CONTRACTOR's contact, and shall monitor services to be provided by CONTRACTOR.
5. CONTRACTOR agrees to perform the professional services covered by this Agreement in accordance with the confidentiality requirements described in Attachment B: Business Associate Agreement.
6. CONTRACTOR shall comply with all federal, state, and local laws, rules and regulations applicable to the work performed under this Agreement, including, but not limited to, all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations.
7. CONTRACTOR shall comply with all terms and conditions of Agreement Number 145178 applicable to the work performed by CONTRACTOR under this Agreement and to CONTRACTOR's status as a subcontractor of MVBCN.
8. CONTRACTOR represents that he/she holds him-/herself out to the public as an independent contractor, and qualifies as such under the provisions of ORS 670.600 and Attachment C, which is incorporated herein. The service or services to be rendered under this Agreement are those of an independent contractor who is not an officer, employee or agent of the MVBCN as those

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terms are used in ORS 30.265. MVBCN does reserve the right, subject to the provisions of this Agreement, to (i) determine and modify the delivery schedule for work to be performed and (ii) evaluate the quality of the completed performance.

9. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.
10. The performance of this Agreement is at CONTRACTOR's sole risk. CONTRACTOR is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Agreement. Any subcontractor hired by the CONTRACTOR shall be similarly responsible. If any work is subcontracted CONTRACTOR shall meet the ORS 656.017 requirements to provide workers' compensation coverage for all subject workers.
11. CONTRACTOR will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from MVBCN under this Agreement.
12. CONTRACTOR is not currently employed by MVBCN, and will not be under the direct control of MVBCN.
13. MVBCN will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue regulations.
14. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, CONTRACTOR agrees to indemnify, defend and hold MVBCN, its officers, employees and agents harmless and defend all damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from CONTRACTOR's performance of this Agreement.
15. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, MVBCN agrees to indemnify, hold harmless and defend CONTRACTOR and its officers, employees and agents from and against any damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from MVBCN's negligence in performance of this Agreement.
16. By execution of this Agreement, CONTRACTOR certifies under penalty of perjury that:
 - a. To the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and
 - b. CONTRACTOR has not discriminated against and will not discriminate against a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225, in obtaining any required subcontracts.
17. CONTRACTOR's employees and Board members must not be excluded from participation in

federal health care programs (Medicaid, Medicare and other federally-funded programs that provide health benefits); and must not be excluded from participation in federal procurement (Federal Acquisition Regulation) and non-procurement activities (Executive Order No. 12549).

18. Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. Written consent shall be obtained at least forty-five (45) days in advance of assigning, subletting or transferring any interest.
19. Any and all disputes between the parties hereto shall be resolved in binding arbitration as set forth hereafter. The parties acknowledge that mediation usually helps parties to resolve disputes that have arisen regarding contract interpretation and administration. Therefore before proceeding to arbitration, the parties agree to mediate their differences. In the event mediation is unsuccessful, the parties agree to submit the dispute to Arbitration Service of Portland, Inc. for final and binding arbitration pursuant to its then existing rules. All costs of arbitration shall be shared equally. Any award entered pursuant to this section shall be reduced to the form of a judgment and may be entered in the judgment docket or registry of Marion County Circuit Court.
20. This Agreement is effective retroactively for the period of February 1, 2014, through June 30, 2015.
21. MVBCN shall not be obligated to pay any amount greater than that stated above.
22. Modifications or amendments to this Agreement shall be in writing and executed by both parties.
23. The parties acknowledge that the termination provisions of this Agreement are necessarily constructed so as to permit MVBCN to comply with the termination provisions in Agreement Number 145178. This Agreement may be terminated as follows:
 - a. CONTRACTOR may terminate this Agreement in whole or in part:
 - i) For its convenience, upon at least 100 days advance written notice to MVBCN; or
 - ii) Upon 55 days advance written notice to MVBCN, if CONTRACTOR does not obtain funding, appropriations and other expenditure authorizations from CONTRACTOR's governing body, federal, state or other sources sufficient to permit CONTRACTOR to satisfy its performance obligations under this Agreement, as determined by CONTRACTOR in the reasonable exercise of its administrative discretion.
 - b. MVBCN may terminate this Agreement in whole or in part:
 - i) Upon 35 days advance written notice to CONTRACTOR, if MVBCN does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of MVBCN under this Agreement, as determined by MVBCN in the reasonable exercise of its administrative discretion;
 - ii) Immediately, upon written notice to CONTRACTOR that OHA has given written notice to MVBCN of immediate termination pursuant to Attachment D (Agreement Number 145178), Exhibit B, Section 10(b)(2-3, 5-6);
 - iii) Upon 20 days advance written notice to CONTRACTOR, if CONTRACTOR is in default under this Agreement and such default remains uncured at the end of said 3020 day period or such longer period, if any, as MVBCN may specify in the notice; or

- iv) Within the time period specified in MVBCN's notice to CONTRACTOR if Agreement Number 145178 is terminated by mutual consent pursuant to Attachment D (Agreement Number 145178), Exhibit B, Section 10(c).
- c. MVBCN shall not be liable for losses incurred by CONTRACTOR directly or indirectly related to the exercise of the termination provisions of this Agreement.

SIGNATURES

YAMHILL COUNTY

Allen Springer 8-14-14
Allen Springer, Chair Date

Kathy George 8-18-14
Kathy George, Vice Chair Date

Mary Starrett 8/18/14
Mary Starrett, Commissioner Date

Approved as to form:

Christian Boenisch 8/13/14
Christian Boenisch Date
County Legal Counsel

93-6002318

Federal tax identification number

MID-VALLEY BEHAVIORAL CARE NETWORK

Janet Carlson 8-27-14
Janet Carlson Date
Chair, Board of Directors

1660 Oak Street SE, Suite 230
Salem, Oregon 97301

Approved as to form:

Wallace W. Lien 8-25-14
Wallace W. Lien Date
MVBCN Legal Counsel

Attachment A – STATEMENT OF WORK
Rental Assistance and Supported Housing Services

1. CONTRACTOR shall provide Rental Assistance Services and Supported Housing Services as described in Attachment D (Agreement Number 145178), Exhibit A, Part 1, Section 1. CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate services.
2. CONTRACTOR is allocated 5 of 30 total "slots" for rental assistance and supported housing services funded by Attachment D (Agreement Number 145178). The other slots are allocated to Marion County (20 slots) and Polk County (5 slots). CONTRACTOR may assign a portion of its 5 slots to Marion County and/or Polk County. CONTRACTOR shall follow the process developed by MVBCN's Housing Operations workgroup to assign its slots to another county. The county to which CONTRACTOR's slots are assigned shall then be responsible for those slots as if they were part of that county's original allocation. Funds provided by MVBCN to CONTRACTOR for staff and administration/overhead shall not be adjusted for any change in the number of slots for which CONTRACTOR is responsible.
3. Performance requirements and payment for Rental Assistance Services:
 - a. MVBCN shall reimburse CONTRACTOR for rental assistance payments for individuals served under this Agreement, consistent with Attachment D (Agreement Number 145178), Exhibit A, Part 1, Section 2(a). The reimbursement per individual shall not exceed \$500 per month. Payments for rental assistance made on behalf of individuals cover payment to landlords or specific vendors for a portion of the monthly rent; or payment to specific vendors for resident utility expenses.
 - b. MVBCN shall reimburse CONTRACTOR for move-in expense payments for individuals served under this Agreement, consistent with Attachment D (Agreement Number 145178), Exhibit A, Part 1, Section 2(a). The reimbursement per individual shall not exceed \$1,000. Payments for move-in costs may include cleaning and security deposits, pet deposits and outstanding utility bills.
 - c. CONTRACTOR shall annually inspect or have inspected rental housing units subject to this special project to assure unit passes the criteria outlined in OHA's Addiction and Mental Health Division's (AMH) approved Housing Condition Checklist located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>
 - d. CONTRACTOR must submit an itemized invoice to MVBCN in order to be reimbursed for rental assistance and/or move-in expense payments. Invoices shall be submitted at least once per calendar quarter but not more frequently than once a month. CONTRACTOR shall utilize the program database and reimbursement review system developed by MVBCN. MVBCN may refuse to reimburse CONTRACTOR for any expense that in MVBCN's judgment is not eligible for payment under Attachment D (Agreement Number 145178).
 - i) CONTRACTOR shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. CONTRACTOR is not required to provide supporting documentation with its invoice. However, CONTRACTOR shall promptly produce any and all supporting documentation upon request by MVBCN, OHA, the federal government, or their duly authorized representatives. Failure to produce any requested supporting documentation or any insufficiency in the documentation according to generally accepted accounting principles may result in demand for prompt repayment of the funds.

4. Performance requirements and payment for Supported Housing Services:
- a. Supported housing services include the funding for a residential specialist position and a peer support specialist position. For purposes of this special project, the residential and peer support specialist positions are responsible for coordinating the program components, such as application process, finding a rental unit, and payments to the landlord, with the support service components, including, but not limited to, financial budgeting, community navigation, and maintaining healthy relationships; which support individuals in their ability to live as independently as possible in the community. These funds cannot be used to fund other CONTRACTOR positions.
 - b. CONTRACTOR shall assign 0.25 FTE qualified staff to serve as a residential support specialist. CONTRACTOR shall assign 0.25 FTE qualified staff to serve as a peer support specialist.
 - i) MVBCN shall provide funds for these positions and for administrative costs/overhead as follows and without necessity of an invoice from CONTRACTOR:

<i>Contract Period</i>	<i>Staff Funds</i>	<i>Administration/ Overhead Funds</i>	<i>Disbursement Schedule</i>
February 1, 2014, through June 30, 2014	\$13,676	\$1,842	Upon execution of this Agreement
July 1, 2014, through June 30, 2015	\$32,824	\$4,421	Around July 15, 2014
TOTAL	\$46,500	\$6,263	

- ii) The parties acknowledge that the funds provided by MVBCN are less than CONTRACTOR's costs for staff and administration/overhead for the services under this Agreement. CONTRACTOR agrees to utilize its other financial resources to cover the shortfall in funds.
 - c. CONTRACTOR acknowledges the following targeted outcomes for Rental Assistance and Supported Housing Services and agrees to direct its efforts under this Agreement to achieve these outcomes:
 - i) Decreasing the Oregon State Hospital readmission rate;
 - ii) Decreasing Length of Stay (LOS) in structured residential housing; and
 - iii) Increasing number of civilly committed and Psychiatric Security Review Board (PSRB) individuals transitioning to independent living.
5. Special reporting requirements for Rental Assistance and Supported Housing Services:
- a. CONTRACTOR shall collect, maintain and report data about services under this Agreement, including use of the program database, to support MVBCN's timely and accurate reporting of the following information to OHA:
 - i) How many units are occupied on a monthly basis;
 - ii) How many months did the resident occupy the unit;
 - iii) Why did the resident vacate the unit:
 - (1) Moved to another apartment, remained in the program;
 - (2) Landlord Eviction, if so why;
 - (3) Resident gave 30-day notice, if so why;
 - iv) What services are the residents participating in the most; and
 - v) What are the biggest barriers to resident participation in services.

- b. For each individual served by CONTRACTOR under this Agreement, CONTRACTOR shall enroll and maintain that individual's record in either:
- i) The Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at <http://www.oregon.gov/OHA/amb/training/cpms/index.shtml>, and as it may be revised from time to time; or
 - ii) OHA's system that will replace CPMS over the next two years: The Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at <http://www.oregon.gov/OHA/amb/pages/compass/electronic-datacapture.aspx>, and as it may be revised from time to time.

Attachment B -- BUSINESS ASSOCIATE AGREEMENT
Amended and Restated

Between
MID-VALLEY BEHAVIORAL CARE NETWORK
And
YAMHILL COUNTY

This Agreement is entered into by and between Mid-Valley Behavioral Care Network, hereinafter referred to as "Covered Entity", and Yamhill County, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

RECITALS:

Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), known as "the Administrative Simplification provisions," direct the Department of Health and Human Services (DHHS) to develop standards to protect the security, confidentiality and integrity of health information; and

Pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

The American Recovery and Reinvestment Act of 2009 (Public Law 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the Health Information Technology for Economic and Clinical Health (HITECH) Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

The Parties wish to enter into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security and Privacy Rule. The agreement evidencing such arrangement is hereby referred to as the "Arrangement Agreement", and this Business Associate (BA) Agreement is hereby incorporated into said Arrangement Agreement; and

Business Associate may have access to Protected Health Information (PHI) as defined in the HIPAA Security and Privacy Rule in fulfilling its responsibilities under such arrangement.

In consideration of the Parties' obligations under the Arrangement Agreement and compliance with the HIPAA Security and Privacy Rule, the Parties agree to the provisions of this BA Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

1. Definitions: Capitalized terms used in this BA Agreement, but not otherwise defined, shall have the same meaning as those terms in the HIPAA Security and Privacy Rule.
2. Prohibition on Unauthorized Use or Disclosure of PHI: Business Associate shall not use or disclose any PHI received from or on behalf of Covered Entity except as permitted or required by this BA Agreement, as required by law or as otherwise authorized in writing by Covered Entity.
3. Use and Disclosure of Protected Health Information: Except as described in Section 4, Business Associate may access, transmit, maintain, retain, modify, record, store, destroy or otherwise hold, use or disclose PHI only for the purpose of performing "business associate" functions and activities consistent with the Arrangement Agreement between Covered Entity and Business Associate.
4. Use of PHI for Business Associate's Operations: Business Associate may use and/or disclose PHI it creates for, or receives from, Covered Entity to the extent necessary for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities, only if:
 - a) The disclosure is required by law; or
 - b) Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
 - i. Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization, or as required by law; and
 - ii. Notify Business Associate, who shall in turn promptly notify Covered Entity, of any occurrence which the person or organization becomes aware of in which the confidentiality of such PHI was breached.
 - c) Business Associate's proper management and administration does not include the use or disclosure of PHI by Business Associate for Marketing purposes, or to support Marketing.
5. Safeguarding of PHI: Business Associate shall develop, implement, maintain, and use reasonable and appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of all PHI, in any form or media, created, received, maintained or transmitted on behalf of Covered Entity. Business Associate shall document and keep these security measures current. Business Associate shall cooperate in good faith in response to any reasonable requests from Covered Entity to discuss, review, inspect, and/or audit Business Associate's safeguards.
6. Subcontractors and Agents: If Business Associate provides any PHI which was received from, or created for, Covered Entity to a subcontractor or agent, then Business Associate shall require such subcontractor or agent to agree in writing to the same restrictions and conditions as are imposed on Business Associate by this BA Agreement.
7. Access to PHI: At the direction of Covered Entity, Business Associate agrees to provide access to any PHI held by Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by Covered Entity. This access will be provided to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under the Privacy Rule.

8. Amendment or Correction to PHI: At the direction of Covered Entity, Business Associate agrees to amend or correct PHI held by Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by Covered Entity.
9. Reporting of an Incident/Breach, Unauthorized Disclosures or Misuse of PHI (occurrence): Business Associate shall report to Covered Entity, including those occurrences reported to Business Associate by its subcontractors or agents, a discovery of Breach or any use or disclosure of PHI which is not in compliance with the terms of this BA Agreement. An occurrence of PHI shall be treated as "discovered" as of the first day on which such occurrence is known to Business Associate, or, by exercising reasonable diligence would have been known to Business Associate.¹
- a) Business Associate shall provide written notice to Covered Entity of the occurrence within five (5) calendar days of the discovery. The notice shall include the identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such occurrence.² The notice shall specify whether the occurrence involves Unsecured Protected Health Information.
 - b) *Investigation of Occurrence.* Business Associate shall immediately conduct an investigation and report in writing to Covered Entity within ten (10) calendar days the following information:³
 - i. A brief description of what happened, including the date of the occurrence and the date of the discovery of the occurrence, if known;
 - ii. A description of the types of PHI that were involved in the occurrence (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - iii. A brief description of what Business Associate is doing to investigate the occurrence, to mitigate losses and to protect against further occurrences;
 - iv. The actions Business Associate has undertaken or will undertake to mitigate any harmful effect of the occurrence; and
 - v. A corrective action plan that includes the steps Business Associate has taken or shall take to prevent future similar occurrences.
 - c) *Notification to Individuals.* In the event of a Breach of Unsecured Protected Health Information, Covered Entity shall be responsible for providing the required notification to individuals of the occurrence. This shall be executed without unreasonable delay and in no case later than sixty (60) calendar days after the discovery.⁴ Business Associate shall cooperate with and assist in Covered Entity's activities to notify individuals, if requested.
10. Mitigating Effect of an Incident/Breach, Unauthorized Disclosures or Misuse of PHI: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a misuse or unauthorized disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement. Business Associate shall reasonably cooperate with Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent

¹ 45 CFR 164.410(a)(2)

² 45 CFR 164.410(c)

³ 45 CFR 164.404(c)

⁴ 45 CFR 164.404(b)

or curtail such threatened or actual breach, or to recover its PHI, including complying with a reasonable Corrective Action Plan.

11. Tracking and Accounting of Disclosures: So that Covered Entity may meet its accounting obligations under the Privacy Rule.

- a) *Disclosure Tracking*. For each disclosure of PHI that Business Associate makes to Covered Entity or to a third party that is not excepted under subsection (b) below, Business Associate will record (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure. For repetitive disclosures which Business Associate makes to the same person or entity, including Covered Entity, for a single purpose, Business Associate may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. Business Associate will make this log of disclosure information available to Covered Entity within five (5) business days of Covered Entity's request.
- b) *Exceptions from Disclosure Tracking*. Business Associate need not record disclosure information or otherwise account for disclosures of PHI if:
 - i. The disclosures are permitted under this BA Agreement, the Arrangement Agreement or are expressly authorized by Covered Entity in another writing; and
 - ii. The disclosures are for one of the following purposes:
 - A. Treatment, Payment, or Health Care Operations unless subsection (d) below, applies;
 - B. In response to a request from the Individual who is the subject of the disclosed PHI, or to that Individual's Personal Representative;
 - C. Made to persons involved in that individual's health care or payment for health care;
 - D. For notification for disaster relief purposes;
 - E. For national security or intelligence purposes;
 - F. As part of a Limited Data Set; or
 - G. To law enforcement officials or correctional institutions regarding inmates.
- c) *Disclosure Tracking Time Periods*. Business Associate must have available for Covered Entity the disclosure information required by this section for the six-year period preceding Covered Entity's request for the disclosure information.
- d) Business Associate shall, upon request by Covered Entity, provide an accounting of the disclosures of an individual's PHI for any disclosure that meets all of the following conditions:
 - i. The disclosure relates to Treatment, Payment or Health Care Operations of Covered Entity; and
 - ii. The disclosure was made through an Electronic Health Record.⁵
- e) Business Associate only needs to provide information of such disclosures described in (d)(i) and (d)(ii), above, for the three years prior to the date on which the accounting is requested. Business Associate shall provide all information necessary for Covered Entity to provide an accounting that includes all information required by DHHS by rule, once such rules are available.
- f) *Effective Date*.⁶ Business Associate must begin making the accounting required under

⁵ ARRA/HITECH Title XIII Subtitle D, 13400(5)

⁶ ARRA/HITECH Title XIII Subtitle D, 13405(c)(4)

subsection (d) above depending upon when Covered Entity acquires an Electronic Health Record. If Covered Entity had an Electronic Health Record as of January 1, 2009, subsection (d) above will apply to PHI disclosures made by Covered Entity on or after January 1, 2014. If Covered Entity does not have an Electronic Health Record as of January 1, 2009, subsection (d) above will apply to PHI disclosures made by Covered Entity after the later of:

- i. February 1, 2014; or
- ii. The date that Covered Entity acquires an Electronic Health Record.

12. Accounting to Covered Entity and to Government Agencies. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of, or created for, Covered Entity available to Covered Entity, or at the request of Covered Entity or the Secretary of DHHS, to the Secretary of DHHS or his/her designee, in a time and manner designated by Covered Entity or the Secretary or his/her designee, for the purpose of determining Covered Entity's compliance with the Privacy Rule. Business Associate shall promptly notify Covered Entity of communications with DHHS regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available to DHHS under this provision.

13. Term and Termination:

- a) This BA Agreement shall be effective as of February 1, 2014.
- b) If Covered Entity reasonably determines in good faith that Business Associate has materially breached any of its obligations under this BA Agreement, Covered Entity shall:
 - i. Provide an opportunity for Business Associate to cure the breach within the timeframe specified in writing by Covered Entity; or
 - A. Covered Entity shall terminate for cause the Arrangement Agreement if Business Associate has not cured the breach within the specified timeframe and/or to the satisfaction of Covered Entity.
 - ii. Provide an opportunity for Business Associate to terminate the Arrangement Agreement within the timeframe specified therein or as otherwise agreed between the Parties.

14. Return or Destruction of PHI: Upon termination, cancellation, expiration, or other conclusion of the Arrangement Agreement, Business Associate shall:

- a) Return to Covered Entity or, if return is not feasible, destroy all PHI and all Health Information in whatever form or medium that Business Associate received from or created on behalf of Covered Entity. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of Business Associate. In such case, Business Associate shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. Business Associate shall complete such return or destruction as promptly as possible, but not more than thirty (30) calendar days after the effective date of the conclusion of the Arrangement Agreement. Within such thirty (30) day period, Business Associate shall certify on oath in writing to Covered Entity that such return or destruction has been completed.
- b) If Business Associate destroys PHI, it shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by DHHS in DHHS guidance. Acceptable methods for destroying PHI include: (i) paper, film, or other hard copy media shredded or destroyed in order that PHI

cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). DHHS specifically excluded redaction as a method of destruction of PHI, unless the information is properly redacted so as to be fully de-identified.

- c) If Business Associate believes that the return or destruction of PHI or Health Information is not feasible, Business Associate shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Business Associate shall extend the protections of this BA Agreement to PHI and Health Information received from or created on behalf of Covered Entity, and limit further uses and disclosures of such PHI, for so long as Business Associate maintains the PHI.

15. Miscellaneous:

- a) *Automatic Amendment:* Upon the effective date of any amendment to HIPAA, the Privacy Rule or the Security Rule promulgated by DHHS with regard to PHI, this BA Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations.
- b) *Interpretation.* Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA. Where laws in the State of Oregon or other federal law is more stringent than HIPAA, the more stringent Oregon or federal law shall control.

Attachment C – DEFINITION OF INDEPENDENT CONTRACTOR

1. CONTRACTOR represents that he/she holds him-/herself out to the public as an independent contractor, and qualifies as such under the provisions of ORS 670.600 as follows:

a. CONTRACTOR is free from direction and control over the means and manner of providing the goods, materials, equipment and services, subject to the right of MVBCN to specify the desired results.

b. CONTRACTOR is customarily engaged in an independently established business, shown by CONTRACTOR's meeting any three of the following requirements:

i) CONTRACTOR does not rely solely on one person or one entity to obtain customers or CONTRACTOR performs all labor or services in his own name or business name and collects payment for the labor or services directly from the customer;

ii) CONTRACTOR assumes the risk of loss related to the business or the performance of labor or services as shown by fixed-price contracts, commission-based earnings, responsibility to correct defective work, responsibility for extension of warranties, negotiated indemnification agreements or purchase of liability insurance, performance bonds or errors and omissions insurance;

iii) CONTRACTOR performs contracted labor or services for two or more different persons or business entities within a 12-month period or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to perform similar labor or services;

iv) CONTRACTOR makes a significant investment in the business, including but not limited to: (A) purchase of tools or equipment necessary to perform the labor or services; (B) payment for the premises or facilities where the labor or services are performed; and (C) payment for specialized training or licenses required to perform the labor or services; or

v) CONTRACTOR has the authority to hire and fire persons to perform the labor or services.

c. CONTRACTOR is licensed under ORS Chapter 701 if the individual performs labor or services for which licensure under ORS Chapter 701 is required; and

d. CONTRACTOR is personally responsible for obtaining other licenses or certificates necessary to perform the labor or services.

**Attachment D – STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT NUMBER 145178**



Agreement Number 145178

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

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

**Mid-Valley Behavioral Care Network
1660 Oak Street SE, Suite 230
Salem, OR 97301
Telephone: 503-361-2647
Facsimile: 503-585-4989
E-mail address: Suzanne@mvbcn.org**

hereinafter referred to as "Agency."

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

**Addiction and Mental Health Division
500 Summer Street NE, E-86
Salem, OR 97301
Contract Administrator: Karen Wheeler or delegate
Telephone: 503-945-6191
Facsimile: 503-378-8467
E-mail address: karen.wheeler@state.or.us**

OHA issues this Agreement as a result of Special Procurement #3732.

B.O. 14-491

1. Effective Date and Duration.

Upon signature by all applicable parties, this Contract shall be effective on the later of: (i) February 1, 2014 or, (ii) when required, the date this Contract is approved by Department of Justice, regardless of the date it is actually signed by all other parties. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on June 30, 2015. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

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

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

There are no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified in it.

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

c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by Agency as set forth in Exhibit A.

3. Consideration.

a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is as described in Exhibit E., "Financial Pages". OHA will not pay Agency any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Sub-Recipient Determination. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

Agency is a sub-recipient; OR Agency is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: NA

5. Agency Data and Certification.

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

Please print or type the following information

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Agency Name (exactly as filed with the IRS):

Mid-Valley Behavioral Care Network

Street address: 1660 Oak St. SE, #230

City, state, zip code: Salem, OR 97301

Email address: scott@mvbcn.org

Telephone: (503) 585-4991 Facsimile: (503) 585-4989

Federal Employer Identification Number: 41-2198963

Proof of Insurance:

Workers' Compensation Insurance Company: self-insured (see attached)

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement execution. Agency shall provide proof of insurance upon request by OHA or OHA designee.

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

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Agency and that Agency is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;



Mid-Valley Behavioral Care Network

1660 Oak Street SE, Suite 230 ▪ Salem, Oregon ▪ 97301
PHONE: (503) 361-2647 ▪ FAX: (503) 585-4989 ▪ www.mvbcn.org

March 5, 2014

To Whom It May Concern:

With respect to Workers' Compensation insurance, MVBCN does not carry this insurance as our staff is comprised of Marion County employees. The enclosed Certificate of Self-Insurance from Marion County provides evidence of the County's self-insurance for Workers' Compensation insurance.

Truly,

A handwritten signature in black ink, appearing to read 'Cheryl H.', is written over the printed name.

Cheryl Henning
MVBCN Administrative Services Manager

Enc.



Marion County OREGON

CERTIFICATE OF SELF-INSURANCE

The undersigned hereby certifies that the following described self-insurance is in force as of the date below:

Name of Self-Insured: Marion County
Principal Address: 325 13th St SE Salem, Oregon, 97301
PO Box 14500, Salem, OR, 97309-5036
Policy Period: July 1, 2010 until cancelled

	<u>Description of Coverage</u>	<u>Limits of Liability</u>
I.	General Liability	\$10,000,000 Per Occurrence \$10,000,000 Aggregate
II.	Automobile Liability	\$1,000,000 Per Accident Per ODOT Certificate Number 58
III.	Workers' Compensation	\$600,000
IV.	Employer's Liability	\$1,000,000

Marion County is self-insured for the above coverages in accordance with the provisions of ORS 30.270 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. This document is furnished to you as a matter of information only. The issuance of this document does not modify in any manner the issuer's self-insurance program.

Marion County Risk Management

Mina Hanssen

Mina Hanssen, MBA, ARM, Risk Manager
Phone: 503-373-4426 Fax: 503-588-7951

- (2) The information shown in this Section 5., Agency Data and Certification, is Agency's true, accurate and correct information;
 - (3) To the best of the undersigned's knowledge, Agency has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (4) Agency and Agency's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/tl1sdn.pdf>;
 - (5) Agency is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (6) Agency is not subject to backup withholding because:
 - (a) Agency is exempt from backup withholding;
 - (b) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Agency that Agency is no longer subject to backup withholding.
- c. Agency is required to provide its Federal Employer Identification Number (FEIN). By Agency's signature on this Agreement, Agency hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, Agency is also required to provide OHA with the new FEIN within 10 days.

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

AGENCY; YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. Signatures.

Mid-Valley Behavioral Care Network

By:

Janet Larson Chair 3/4/14
Authorized Signature Title Date

State of Oregon acting by and through its Oregon Health Authority

By:

Wendell W. Hansen President 3/10/14
Authorized Signature Title Date

Approved for Legal Sufficiency:

Approved via email by Jeffrey Wahl 2/21/2014
Assistant Attorney General Date

OHA Program:

Approved via email by Joan Wren 2/21/2014
Name Date

Office of Contracts and Procurement:

April Bannister 3/21/14
Contract Specialist Date

Approved as to form:

Wallace Wilson 2-28-14
Wallace W. Wilson Date
MVB ON Legal Counsel

EXHIBIT A

Part 1 Statement of Work

Agency shall provide the following services: OHA requires that the Agency meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

1. Service Description

Rental Assistance Services (RAS) are intended to assist individuals who are 18 years of age or older with serious mental health illness in paying for rental housing, as defined in OAR 309-032-0311(17) and who meet at least one of the following criteria:

- a. Transitioning from the Oregon State Hospital (OSH);
- b. Transitioning from a licensed residential setting;
- c. Without supported housing are at risk of reentering a licensed residential or hospital setting. For purposes of this special project, supported housing is a combination of funding and supportive services that allows an individual to live as independently as possible in their own home;
- d. Homeless-as defined in 42 USC§ 11302; or
- e. At risk of being homeless.

Supported Housing services allow individuals to live as independently as possible in the community and to access the appropriate support services.

2. Performance Requirements

a. Rental Assistance Services:

Rental assistance payments per client shall not exceed \$500 per month. Payments for rental assistance made on behalf of individuals cover payment to landlords or specific vendors for a portion of the monthly rent; or payment to specific vendors for resident utility expenses.

Move-in expense payments per client shall not exceed \$1000. Payments for move-in costs may include cleaning and security deposits, pet deposits and outstanding utility bills.

Agency shall annually inspect or have inspected rental housing units subject to this special project to assure unit passes the criteria outlined in the AMH approved Housing Condition Checklist located at <http://www.oregon.gov/OHA/amh/Pages/reporting-reqs.aspx>.

b. Supported Housing Services:

Supported housing services include the funding for a residential specialist position and a peer support specialist position. For purposes of this special project, the residential and peer support specialist positions are responsible for coordinating the program components; such as application process, finding a rental unit, and payments to the landlord, with the support service components, including, but not limited to, financial budgeting, community navigation, and maintaining healthy relationships; which support individuals in their ability to live as independently as possible in the community. These funds cannot be used to fund other Agency positions.

c. Targeted outcomes include:

- (1) Decreasing the OSH readmission rate;
- (2) Decreasing Length Of Stay (LOS) in structured residential housing; and
- (3) Increasing number of civilly committed and PSRB clients transitioning to independent living.

d. Administrative Costs:

Administrative costs may not exceed 15% of total operating budget. Eligible Administrative costs include:

- (1) RAS data collection and documentation of service delivery in compliance with state and federal requirements.
- (2) Payment for housing inspection services, accounting services, computer upgrades, supervision of program staff, expenses associated with program office space, etc.

Utilization requirements for Mental Health Rental Assistance Services providers will be identified in a special condition in a particular line in Exhibit E, Financial Pages.

3. Special Reporting Requirements

- a. For each calendar quarter (or portion thereof) during the period for which funds are paid under this Agreement for RAS, the Agency shall submit written quarterly reports on the delivery of RAS no later than thirty (30) calendar days after the end of the subject quarter.

Reports shall include the following information:

- (1) How many units are occupied on a monthly basis;

- (2) How many months did the resident occupy the unit;
- (3) Why did the resident vacate the unit:
 - (a) Moved to another apartment, remained in the program;
 - (b) Landlord Eviction, if so why;
 - (c) Resident gave 30-day notice, if so why;
- (4) What services are the residents participating in the most; and
- (5) What are the biggest barriers to resident participation in services.

Reports must be prepared using forms and procedures prescribed by OHA and submitted to:

Oregon Health Authority
Addictions and Mental Health Division
Attention: Contracts Administrator
amhcontract.administrator@state.or.us

- b. All individuals receiving services with funds provided under this Contract must be enrolled and that client's record maintained in either:
 - (1) the Client Processing Monitoring System (CPMS) as specified in OHA's CPMS manual located at:
<http://www.oregon.gov/OHA/amh/training/epms/index.shtml>, and as it may be revised from time to time; or
 - (2) the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS manual located at:
<http://www.oregon.gov/OHA/amh/pages/compass/electronic-data-capture.aspx>, and as it may be revised from time to time.

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

4. Payment Calculation, Disbursement and Settlement Procedures

- a. Calculation of Payment. OHA will provide payment to Agency for Supported Housing and Rental Assistance Services identified in a particular line of Exhibit E, Financial Pages in an amount equal to the amount of cash assistance actually paid by Agency on behalf of the clients for, Services as described above, under that line of Exhibit E, Financial Pages during the period specified in that line, subject to the following:
 - (1) Total OHA payments for all Rental Assistance Services delivered under a particular line of Exhibit E, Financial Pages shall not exceed the total

funds awarded for Rental Assistance Services as specified in that line of Exhibit E, Financial Pages; and

- (2) OHA is not obligated to provide payment for any Rental Assistance Services that are not properly reported to OHA in the quarterly reports described above.

b. Disbursement of Payment. Unless a different disbursement method is specified in that line of Exhibit E, Financial Pages, OHA will disburse the funds awarded for RAS in a particular line of Exhibit E, Financial Pages, to Agency in substantially equal monthly payments during the period specified in that line of Exhibit E, Financial Pages, subject to the following:

- (1) OHA may after 30 days (unless parties agree otherwise) written notice to Agency, reduce the monthly payments based on under-utilized payments identified through the required quarterly reports;
- (2) OHA may, upon written request of Agency, adjust monthly payments; and
- (3) Upon amendment to Exhibit E, Financial Pages, OHA shall adjust monthly payments as necessary, to reflect changes in the funds awarded for RAS on that line of Exhibit E, Financial Pages.

c. Agreement Settlement. Agreement Settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for RAS under a particular line of Exhibit E, Financial Pages, and amounts due for such services provided by Agency based on the cash assistance paid on behalf of the individuals for rental assistance, rental utility and move-in expenses, program staff funds expended, and administration of this special project as properly reported in the quarterly reports described above and subject to the utilization requirements in a special condition on that line of the Financial Pages.

EXHIBIT A

**Part 2
Payment and Financial Reporting**

1. **Payment Provisions.** OHA agrees to pay Agency for accomplishing the Work required by this Agreement, subject to the provisions of each of the services described in Exhibit A, and Exhibit E, "Financial Pages."
2. **Travel and Other Expenses.** OHA shall not reimburse Agency for any travel or additional expenses under this Agreement.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information

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

2. Amendments

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work based on the original scope of work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the

modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 21, "Amendments" of this Agreement.

3. **Agency Requirements to Report Abuse of Certain Classes of Persons.**
 - a. Agency shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
 - b. Agency shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to appropriate authorities as a requirement of this Agreement.
 - c. Agency shall immediately report suspected child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the Agency shall notify the referring DHS caseworker within 24 hours. Agency shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
 - d. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.
4. **Background Checks.** The following working under this Contract are subject to a background check through the Background Check Unit serving the Oregon Health Authority pursuant to OAR 943-007-00000, as such rules may be revised from time to time:
 - a. All employees of the Agency providing care or having access to clients, client information, or client funds, referred by OHA.
 - b. All volunteers of the Agency providing care or having access to clients, client information, or client funds, referred by OHA.
 - c. All subcontractors of the Agency providing care or having access to clients, client information, or client funds, referred by OHA.
5. **Nondiscrimination.** Agency must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as

defined under the Americans with Disabilities Act). Agency services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.**
 - a. Agency shall comply with and require all subcontractors to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of services. Without limiting the generality of the foregoing, Agency expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (1) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (2) all state laws requiring reporting of Agency client abuse; (3) 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. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including Agency, 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.
 - b. Agency shall comply with the federal laws as set forth or incorporated, or both, in this Agreement and all other federal laws applicable to Agency's performance under this Agreement as they may be adopted, amended or repealed from time to time.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Agency is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. Representations and Warranties.

- a. **Agency's Representations and Warranties.** Agency represents and warrants to OHA that:
- (1) Agency 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 Agency enforceable in accordance with its terms;
 - (3) Agency has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Agency 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 Agency's industry, trade or profession;
 - (4) Agency shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Service; and
 - (5) Agency prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized; Payments.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Agency shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Agency shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT

information will be used for all payments under this Agreement. Agency shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Agency elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Agency shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the Agency.

6. **Recovery of Overpayments.** IF BILLINGS UNDER THIS AGREEMENT, OR UNDER ANY OTHER AGREEMENT BETWEEN AGENCY AND OHA, RESULT IN PAYMENTS TO AGENCY TO WHICH AGENCY IS NOT ENTITLED, OHA, AFTER GIVING WRITTEN NOTIFICATION TO AGENCY, MAY WITHHOLD FROM PAYMENTS DUE TO AGENCY SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT. NOTHING IN THIS SECTION SHALL REQUIRE AGENCY OR OHA TO ACT IN VIOLATION OF STATE OR FEDERAL LAW OR THE CONSTITUTION OF THE STATE OF OREGON.

7. **Ownership of Work Product.**

- a. **Definitions.** As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "Agency Intellectual Property" means any intellectual property owned by Agency and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or Agency.
 - (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Agency is required to deliver to OHA pursuant to the Work.
- b. **Original Works.** All Work Product created by Agency pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of OHA. OHA and Agency agree that all Work Product is "work made for hire" of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Agency hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Agency shall execute such further documents and instruments necessary to fully vest such rights in OHA. Agency forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other

rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- c. In the event that Work Product is Agency Intellectual Property, a derivative work based on Agency Intellectual Property or a compilation that includes Agency Intellectual Property, Agency hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Agency Intellectual Property and the pre-existing elements of the Agency Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
 - d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Agency shall secure on OHA's behalf and in the name of OHA 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 the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
8. **Agency Default.** Agency shall be in default under this Agreement upon the occurrence of any of the following events:
- a. Agency fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
 - b. Any representation, warranty or statement made by Agency herein or in any documents or reports relied upon by OHA to measure the delivery of services, the expenditure of payments or the performance by Agency is untrue in any material respect when made;
 - c. Agency (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of Agency, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Agency, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Agency or of all or any substantial part of its assets, or (3) similar relief in respect to Agency under any law relating to bankruptcy, insolvency, reorganization,

winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Agency is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

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

10. **Termination.**

- a. **Agency Termination.** Agency may terminate this Agreement in whole or in part:
 - (1) For its convenience, upon at least 90 days advance written notice to OHA;
 - (2) Upon 45 days advance written notice to OHA, if Agency does not obtain funding, appropriations and other expenditure authorizations from Agency's governing body, federal, state or other sources sufficient to permit Agency to satisfy its performance obligations under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion; or
 - (3) Upon 30 days advance written notice to OHA, if OHA is in default under the Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Agency may specify in the notice.
- b. **OHA Termination.** OHA may terminate this Agreement in whole or in part:
 - (1) For its convenience, upon at least thirty days advance written notice to Agency;
 - (2) Upon 45 days advance written notice to Agency, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in whole or in part, immediately upon written notice to Agency or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to Agency if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
 - (4) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as OHA may specify in the notice;
 - (5) Immediately upon written notice to Agency, if any license or certificate required by law or regulation to be held by Agency or a subcontractor is for any reason denied, revoked, suspended, not renewed or changed in such a way that Agency or a subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular part of the Work impacted by the loss of necessary licensure or certification; or
 - (6) Immediately upon written notice to Agency, if OHA determines that Agency or any of its subcontractors have endangered or are endangering the health or safety of an Agency client or others.
- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
- d. **Return of Property.** Upon termination of this Agreement for any reason whatsoever, Agency shall immediately deliver to OHA all of the OHA's property (including without limitation any Work Products for which OHA has made payment in whole or in part) that are in the possession or under the control of Agency in whatever stage of development and form of recordation such OHA property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Agency shall immediately cease all activities under this Agreement, unless OHA expressly directs otherwise in such notice of termination. Upon OHA's request, Agency shall surrender to anyone OHA designates, all documents, research or objects or other tangible things needed to complete the Work Products.

11. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay Agency under this Agreement.
- (2) Upon termination of this Agreement in its entirety, Agency shall have no further obligation to perform Work under this Agreement.

- b. **Obligations and Liabilities.** Notwithstanding Section 11 above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
12. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
13. **Indemnity/Hold Harmless Provision.** OHA and Agency shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Agency shall perform the services under this Agreement as an independent contractor. Agency and OHA each shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
14. **Insurance.** Agency shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
15. **Records Maintenance; Access.** Agency shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Agency shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Agency, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Agency's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Agency whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Agency acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Agency shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Agency shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires Agency or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Agency or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Agency shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System"

- have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither OHA nor Agency shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, act of nature, or war which is beyond the reasonable control of OHA or Agency, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.
 18. **Assignment of Agreement, Successors in Interest.**
 - a. Agency shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
 19. **Subcontracts.** Agency shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Agency shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor performance as if the subcontractor were the Agency with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. OHA's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
 20. **No Third Party Beneficiaries.** OHA and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Agency's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
 21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
 22. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not

- contain the particular term or provision held to be invalid.
23. **Survival.** Sections 1, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 20, 23, 28, 29 and 30 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Agency that has not been cured.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Agency or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.
- OHA: Office of Contracts & Procurement
 250 Winter St NE, Room 306
 Salem, OR 97301
 Telephone: 503-945-5818
 Facsimile Number: 503-378-4324
25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
27. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the

agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

30. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

31. **Indemnification by Subcontractors.** Agency shall take all reasonable steps to cause its contractor(s), that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions,

liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30,260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

32. **Stop-Work Order.** OHA may, at any time, by written notice to the Agency, require the Agency to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Agency shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10, Termination.

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

EXHIBIT C

Subcontractor Insurance Requirements

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

1. **Workers Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

2. **Professional Liability.**

Required by OHA Not required by OHA.

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

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015: ... \$2,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ... \$4,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

3. **Commercial General Liability.**

Required by OHA Not required by OHA.

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

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015: ...\$2,000,000.
From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ...\$4,000,000.
From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2014: ...\$200,000.
From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2014: ...\$600,000.
From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. **Automobile Liability Insurance.**

Required by OHA Not required by OHA.

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

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015: ...\$2,000,000.
From July 1, 2015 and every year thereafter the adjusted limitation as determined by the

State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ...\$4,000,000.

From July 1, 2015 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2014: ...\$200,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2014:\$600,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

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

made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Agency shall comply and, as indicated, cause all sub-contractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Agency, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Agency shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Agency expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Agency shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Agency shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Agency shall include and require all subcontractors to include in all

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

4. **Energy Efficiency.** Agency shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S. C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the Agency certifies, to the best of the Agency's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - 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 Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Agency under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Agency 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 Agency under this Agreement 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 of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** OHA is a Covered Entity with respect to its healthcare components as described in OAR 943-014-0015 for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and OAR 125-055-0100 through OAR 125-055-0130. OHA must comply with HIPAA to the extent that any Work or obligations of OHA arising under this Agreement are covered by HIPAA. Agency shall determine if Agency will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that Agency will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, Agency shall comply and cause all subcontractors to comply with OAR 125-055-0100 through OAR 125-055-0130 and the following:
- a. **Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Agency and OHA for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that Agency is performing functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, Agency shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 943-014-

0000 *et. seq.*, or OHA Notice of Privacy Practices. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/cf1/FORMS/> (enter form number 2090 or may be obtained from OHA.

- b. **Data Transactions Systems.** If Agency intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Agency shall execute an EDI Trading Partner Agreement with OHA and shall comply with OHA EDI Rules.
 - c. **Consultation and Testing.** If Agency reasonably believes that the Agency's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Agency shall promptly consult the OHA Information Security Office. Agency or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
7. **Resource Conservation and Recovery.** Agency shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et. seq.*). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Audits.**
- a. Agency shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
9. **Debarment and Suspension.** Agency shall not permit any person or entity to be a subcontractor 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 the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
10. **Drug-Free Workplace.** Agency shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Agency 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 Agency's workplace or while providing services to OHA clients. Agency's notice shall specify the actions that will be taken by Agency 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, Agency's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Agency, or any of Agency's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Agency or Agency's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Agency or Agency's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

11. **Pro-Children Act.** Agency shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
12. **Medicaid Services.** Agency shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to

- time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (v), 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. Agency shall acknowledge Agency's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
13. **Agency-based Voter Registration.** If applicable Agency 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 Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security

- Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
 - c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
 - d. Agency shall make the disclosures required by this Section 14. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.
15. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Agency agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

EXHIBIT E

Financial Pages

2013-80
OREGON HEALTH AUTHORITY
DIRECT CONTRACT
FOR THE 2013-2014 FISCAL YEAR

DIRA

PART 1-C
FINANCIAL PAGES

CONTRACT #: 145170 CONTRACTOR: Mid Valley BCN

SERVICE ELEMENT	CONTRACTED AMOUNT	CONTRACTED UNITS	SERV CODE	BR#
MENTAL HEALTH SERVICES				
37 MHS SPECIAL PROJECTS	\$518,535.00	0.		1
TOTAL FOR MENTAL HEALTH SERVICES	\$518,535.00			
TOTAL FOR PART 1-C	\$518,535.00			

2013-SG
OREGON HEALTH AUTHORITY
DIRECT CONTRACT
FOR THE 2014-2015 FISCAL YEAR

DIR1

PART 1-A
FINANCIAL PAGE

CONTRACT #: 145178

CONTRACTOR: Mid Valley HCN

<u>SERVICE ELEMENT</u>	<u>CONTRACTED AMOUNT</u>	<u>CONTRACTED UNITS</u>	<u>SERV CODE</u>	<u>EFF</u>
MENTAL HEALTH SERVICES				
37 MHS SPECIAL PROJECTS	\$57,615.00	0.		2
TOTAL FOR MENTAL HEALTH SERVICES	\$57,615.00			
TOTAL FOR PART 1-A	\$57,615.00			

OREGON HEALTH AUTHORITY
Direct Contract

CONTRACTOR: Mid Valley BCH
DATE: 02/20/2014

CONTRACT#: 145178
AMENDMENT#: 000

REASON FOR CONTRACT/AMENDMENT:

These funds are a result of Package 810 of the Legislative Fiscal Office Analyst Adjustment - Invest in Capacity in Community Mental Health.

SPECIAL CONDITIONS:

- 1 A) These payments are for the special project described in Exhibit A, Part 1, MHS 37-Mental Health Supported Housing and Rental Assistance Services. B) The expenditure of funds awarded for this special project must result in rental assistance not to exceed \$800 per month, per client and a one-time move-in expense not to exceed \$1,000 per client for 30 unduplicated clients. C) The payments subject to this special condition will be disbursed to Contractor in one lump sum after the later of the date of the Contract or the date of the amendment that provides payment.
- 2 These payments are for the special project described in Exhibit A, Part 1, MHS 37-Mental Health Supported Housing and Rental Assistance Services.