LINKAGE AGREEMENT
CEDAR HILLS HOSPITAL

THIS AGREEMENT ("Agreement") is made by and between Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and its Health and Human Services Department, Behavioral Health Programs ("County") and UBH of Oregon, LLC a Delaware Limited Liability Company, located at 10300 SW Eastridge Street, Portland OR 97225, and operating locally as Cedar Hills Hospital ("CHH").

RECITALS:

1. County through its Health and Human Services Department, Behavioral Health Programs in collaboration with Yamhill Community Care Organization ("Yamhill CCO" or "YCCO"), provides behavioral health services for its clients. In order for County to provide adequate services for its clients, it is necessary for County to contract with a qualified provider of mental health acute in-patient services.

2. CHH is qualified to perform the duties required by County, and imposed by this Agreement, County and CHH desire to enter into this Agreement and County is authorized to enter into this Agreement under Oregon Revised Statutes (ORS) 203.010 (3).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

Section 1. **Term and Renewal.** The initial term of this Agreement is from September 1, 2018 through August 31, 2019. Upon conclusion of the initial term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless terminated in accordance with Section 7 below. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this Agreement.

Section 2. **CHH's Services.** CHH agrees to perform the services (the "Services") included in the "Statement of Work" which is attached hereto as Exhibit B and incorporated herein by this reference, during the term of this Agreement. CHH agrees to provide Services to Yamhill CCO insured individual(s) and individuals who meet the criteria for indigent or Citizen Alien Waived Medical Program, are uninsured, underinsured without a behavioral health benefit, not eligible for Medicaid, or have exhausted Medicaid services, and are suffering from an acute mental illness, or other mental or emotional disturbance posing a danger to the health and safety of the individual or others, and are suffering from an acute mental illness, or other mental or emotional disturbance posing a danger to the health and safety of the individual or others, when preauthorized by County. Services will be listed and pre-authorized by Yamhill County Utilization Management Program. Services must be included in a current Behavioral Health psychiatric assessment and correlating service/treatment plan in order to demonstrate medical necessity. In accordance with a release of authorization to coordinate treatment from individual, CHH shall provide County with a copy of the behavioral health assessment and the service /treatment plan upon intake and progress updates every three days as well as a discharge

B.O. 18-325

summary. CHH hereby represents and warrants that CHH has the skill and knowledge possessed by well-informed members of its industry, trade or profession and CHSS will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in CHH's industry, trade or profession. CHH must hold all licenses, certificates, authorizations and other approvals as required by applicable law to deliver the Services under this Agreement.

Section 3. Regulations and Duties; Compliance with Laws.

A. County and CHH shall comply with the rules and regulations of County, applicable state and federal regulations, executive orders and ordinances and all provisions of federal and state law relating to CHH's performance of Services under this Agreement as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142, 659A.145, 659A.400 to 659A.409 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities and in the conduct of all programs, services and training associated with the delivery of Services under this Agreement; (ii) all state laws related to client rights, OAR 943-005-000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (iii) Oregon Health Authority (OHA) rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iv) all other OHA Rules in OAR Chapter 410; (v) rules in OAR Chapter 309 Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of mental health services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; (vii) 42 CFR 438.6 and 42 CFR 438 E; (vii) ORS 279B.200 through 279B.270; (ix) Article XI, Section 10, of the Oregon Constitution; (x) all state laws requiring reporting of client abuse; and (xi) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations, and (xii) to the extent not already specifically set forth herein, CHH shall comply with all applicable requirements in Exhibit H "Required Provider Contract Provisions", and any other provisions that must be included to comply with applicable law, or that are required to be included in a provider contract or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and Special Conditions as defined in and under that certain 2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders and Problem Gambling Services, by and between County and the Oregon Health Authority dated as of July 1, 2017 ("2017-2019 IGA") which Exhibit H and 2017-2019 IGA (as applicable) are incorporated herein by this reference. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. CHH agrees that CHH has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620, 305.380(4) and ORS Chapters 316, 317 and 318.

B. CHH shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

C. CHH agrees to comply with all laws, rules, regulations, reporting requirements, policies and procedures of Medicare/Medicaid and officially made known by the Centers for Medicare & Medicaid Services and OHA as they pertain to the performance of Services under this Agreement.

D. In compliance with the Americans with Disabilities Act, any written material that is generated and provided by CHH under this Agreement to Clients or Members, including Medicaid-Eligible Individuals, shall, at the request of such Clients or Members, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. OHA shall not reimburse CHH for costs incurred in complying with this provision. CHH shall cause all Subcontractors under this Agreement to comply with the requirements of this provision.

E. All employers, including CHH, 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.

Section 4. **Reporting.** CHH agrees to prepare and furnish reports and data required by County, Yamhill CCO or OHA at a minimum quarterly, including but not limited to:

A. Client, service and financial information as specified.

B. All additional information and reports that County, Yamhill CCO or OHA reasonably requests, including but not limited to the information or disclosure required by 42 CFR 455.104 and 42 CFR 455.434.

C. Compliance with data submission specifications of the All Payers All Claims (APAC) reporting system and/or Measures and Outcome Tracking System (MOTS) data collection system as applicable.

1. The APAC reporting system was established in ORS 442.464 and 442.466. Data submitted under this Agreement may be used by County, Yamhill CCO or OHA for purposes related to obligations under ORS 442-464 to 442.468 and OAR 409-025-0100 to OAR 409-025-0170. Submission of encounter data in accordance with this Agreement will fulfill CHH's responsibility for APAC submission. Failure of CHH to submit under this Agreement the encounter data required to fulfill the responsibility for APAC reporting is subject to compliance and enforcement under OAR 409-025-0150 as well as under this Agreement.

2. All Individuals receiving Services with funds provided under the 2017-2019 IGA must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) using Procedure Codes listed in each Service Element, as specified in OHA's MOTS Reference Manual located at: http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx, and the "Who Reports in MOTS Policy" as stated below:

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

a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health

providers); These programs should all have a license or letter of approval from the HSD or AMH;

b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers;

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

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

D. CHH will provide County with a quarterly summary of total enrollment, completion and outcome measures within 30 days after the end of each quarter in order to reconcile fiscal targets.

E. CHH agrees to and does hereby grant County the rights to reproduce, use and disclose for County purposes, all or any part of the reports, data, and technical information furnished to County under the Agreement.

Section 5. Records; County Monitoring.

A. CHH shall maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, CHH shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of CHH, whether in paper, electronic or other form, that are pertinent to this Agreement, collectively referred to as "Records" in such a manner to clearly document CHH's performance.

B. CHH agrees that the following shall be open for inspection by County, Yamhill CCO, OHA and Government Agencies or their agents, at any reasonable time during business hours: a) Services provided under this Agreement by CHH; b) facilities used in conjunction with such Services; c) client records; d) CHH's policies, procedures and performance data; e) information privacy and security records; f) financial records and other similar documents and Records of CHH that pertain, or may pertain, to Services under this Agreement for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition CHH shall permit authorized representatives of County and the OHA to perform site review of all services delivered by CHH hereunder. CHH agrees to retain and keep all accessible all Records for a period of seven years, or such longer period as may be required by applicable law including the retention schedules set forth in OAR Chapters 410 and 166 or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement. CHH shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to CHH's personnel and Subcontractors for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period, but shall last as long as the records are retained.

C. **Expenditure Records.** CHH shall document the expenditure of all funds paid to CHH under this Agreement. Unless applicable federal law requires CHH to utilize a different accounting system, CHH shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to CHH under this Agreement were expended.

D. **Client Records.** Unless otherwise specified in this Agreement, CHH shall create and maintain a client record for each client who receives services under this Agreement. The client record must contain:

1. Client identification;
2. Problem assessment;
3. Treatment, training and/or care plan;
4. Medical information when appropriate; and
5. Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

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

E. CHH agrees to annually provide County with copies of their Fraud and Abuse policy and documentation of rate setting methodologies. CHH will comply with County's quality and utilization management protocols established in partnership with Yamhill CCO and Yamhill CCO's Quality Assurance and Performance Improvement Plan. CHH shall provide documentation regarding training, NPI numbers and background checks for each person providing services under this Agreement where applicable upon request.

F. County will provide CHH with a copy of County's OHA approved written grievance system procedures to ensure compliance.

Section 6. Payment.

A. **Compensation for Services.** As compensation for performing the Services, following receipt and approval of billing documents, County will reimburse CHH for hospital acute care services to Yamhill CCO insured individuals and individuals who meet criteria for indigent or Citizen Alien Waived Medical Program, are uninsured, underinsured without a behavioral health benefit, not eligible for Medicaid, or have exhausted Medicaid services, and are suffering from an acute mental illness, or other mental or emotional disturbance posing a danger to the health and safety of the individual or others, using Medicare's MS-DRG grouper at 100% of the most recent version of the Medicare base payment rates as referenced in OAR 410-125-0141 2(a). Professional fees will be reimbursed at Division of Medical Assistance Programs Fee-for-Service (DMAP FFS) rates in effect at the time of service. No payment will be made without prior authorization from Yamhill County Utilization Management Program.

B. Billing documents must be received by County at a minimum quarterly and within four (4) months of the date of service unless the claim meets one of the cases listed under OAR 410-141-3420 (1)(a) in which case claim must be submitted within twelve (12) months of the date of service. Should Yamhill CCO or OHA set more stringent submission timelines during the

duration of this Agreement, the new timelines will apply. Routine claims not received as described above will be denied. CHH must submit denied claims for reprocessing within 90 days of the original denial unless the claim meets one of the cases listed in OAR 410-141-3430, (4) (a) (C).

C. **Excluded Services.** Where CHH is providing services under some other contract or funding source, CHH shall not be compensated under this Agreement for such services to individuals even though they might otherwise be eligible for Oregon Health Plan (OHP).

D. If Yamhill CCO member has any third party resource, that resource is primary to payment under this Agreement and shall be billed prior to billing under this Agreement. CHH shall note any funds or denials received from third party resource on appropriate billing form and attach remittance advice from primary payer source to billing form.

E. CHH shall not bill Yamhill CCO members for services that are not covered under the Yamhill CCO contract with OHA unless there is a full written disclosure or waiver on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-141-420.

F. CHH will submit evidence of status to County prior to requesting payment for services to non-YCCO insured individuals and individuals who meet the criteria for indigent or Citizen Alien Waived Medical Program, are uninsured, underinsured without a behavioral health benefit, not eligible for Medicaid, or have exhausted Medicaid services.

G. **Expenditure of Funds.** CHH may expend the funds paid to CHH under this Agreement solely on the delivery of Services included in Exhibit B, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

1. CHH may not expend on the delivery of Services any funds paid to CHH under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of the Services.

2. If this Agreement requires CHH to deliver more than one service, CHH may not expend funds paid to CHH under this Agreement for a particular service on the delivery of any other service.

3. CHH may expend funds paid to CHH under this Agreement only in accordance with OMB Circulars, 2 CFR Part 200 or 45 CFR Part 75, as applicable, on Allowable Costs. "Allowable Costs" means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions defined in and under that certain "2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders and Problem, Gambling Services", by and between County and the Oregon Health Authority dated as of July 1. 2017 (the "2017-2019 IGA"), whether in the applicable Service Descriptions, Specialized Service Requirements, Special Conditions identified in the Financial Assistance Award, or otherwise. If CHH receives $500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If CHH expends $750,000 or more in federal funds

(from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If CHH expends less than $500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than $750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. CHH, if subject to this requirement, shall at CHH's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of CHH responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. CHH may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

H. **Pay for performance.** CHH will participate in behavioral health pay for performance (P4P) quality pool measures as determined by HHS director or designee following discussion and input from the Behavioral Health Quality Managers Committee. The P4P available under this contract is dependent on funds passed through OHA/YCCO contract and then onto HHS, as well as the degree to which prior year metrics are satisfied. Yearly amounts will vary and payouts will follow the logic model attached as Exhibit C, which is incorporated herein by this reference under "distribution model". The first available payout will be at the end of calendar year 2018, but measures will be established in 2017-2018. P4P payout will not exceed 5% of total contract payments per annual contract term. Quality Pool measure for initial term is that 95% of CHH's inpatient stays will meet discharge planning and care coordination criteria as stated in Exhibit B.

Section 7. Termination; No Encumbrance or Expenditure after Notice of Termination.

A. Either party may terminate the Agreement on thirty days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

B. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement; if CHH engages in any act that would subject either County or CHH to criminal liability; upon dissolution of County or CHH; if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement; or upon any of the following: (i) the insolvency of the CHH, (ii) the filing of a voluntary or involuntary petition by or on behalf of CHH under federal bankruptcy law, (iii) upon a party entering into an agreement with creditors for the liquidation of its assets, or (iv) upon the appointment of a receiver or trustee to take charge of all the assets of CHH, County will provide written notice of termination of this Agreement to CHH. Upon issuance of notice, this Agreement is immediately terminated. However, any obligations existing at the time of termination will survive termination.

C. CHH shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

Section 8. Independent Contractor Representations and Warranties. CHH is engaged under this Agreement as an independent contractor, and will be so deemed for purposes of the following:

A. CHH is not an officer, employee, or agent of the County or the State of Oregon as those terms are used in ORS 30.265 or otherwise.

B. If CHH is currently performing work for the County, State of Oregon or the federal government, CHH by signature to this Agreement, represents and warrants that (i) CHH has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder and that execution of this Agreement shall constitute a legal, valid and binding obligation of CHH, enforceable in accordance with its terms, (ii) the making and performance by CHH of this Agreement has been duly authorized by all necessary action of CHH and does not violate any provision of applicable law, rule, regulation or order of any court, regulatory commission, board or other administrative agency or any provision of CHH's charter or other organizational document, (iii) entering into this Agreement will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which CHH is a party or by which CHH may be bound or affected, and (iv) no authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by CHH of this Agreement.

C. CHH further represents and warrants that (i) it has the skill and knowledge possessed by well-informed members of its industry, trade or profession and it will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in CHH's industry trade or profession (ii) it shall at all times during the term of this Agreement be qualified professionally competent and duly licenses to perform the Services and (iii) the delivery of each Service will comply with the terms and conditions of this Agreement and meet the required standards for such Service.

D. CHH's Services to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the County, State of Oregon or federal agency for which CHH currently performs work would prohibit CHH's Services under this Agreement. If compensation under this Agreement is to be charged against federal funds, CHH certifies that it is not currently employed by the federal government.

E. CHH is responsible for all federal and State taxes applicable to compensation paid to CHH under this Agreement and, unless CHH is subject to backup withholding, County will not withhold from such compensation any amounts to cover CHH's federal or State tax obligations. CHH is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to CHH under this Agreement, except as a self-employed individual.

F. CHH shall perform all Services as an independent contractor. County reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the

quality of the Services; however, County may not and will not control the means or manner of CHH's performance. CHH is responsible for determining the appropriate means and manner of performing the Services.

Section 9. Ownership of Intellectual Property.

A. Except as otherwise expressly provided herein, or as otherwise required by state of federal law, County and OHA will not own the right, title and interest in any intellectual property created or delivered by CHH in connection with the Services. With respect to that portion of the intellectual property that CHH owns, CHH grants to County and OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 9.A.(1) on County's and OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 9.A.(1).

B. If state or federal law requires that County, OHA, or CHH grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then CHH shall execute such further documents and instruments as County or OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA.

Section 10. Background Check.

A. CHH will ensure that all employees and volunteers who perform work or Services under this Agreement, or who have access to any information about clients serviced under this Agreement, have completed a criminal background check and are approved by a qualified entity in accordance with OAR 943-007-0001 through 943-007-0501.

B. In addition to potentially disqualifying conditions under OAR 407-007-0290, the following is a potentially disqualifying condition: abuse as determined from child protective services investigation reports held by the State of Oregon's Department of Human Services (DHS) regardless of the date of initial report or outcome which have an outcome of founded, substantiated, or valid and in which the Subject Individual (SI) is determined to have been responsible for the abuse.

C. An employee or volunteer of CHH may be hired on a preliminary basis, in accordance with the requirements and limits described in OAR 407-007-0315. An employee or volunteer of CHH hired on a preliminary basis may not have unsupervised contact with individuals receiving services under this Agreement and may only participate in the limited activities described in OAR 407-007-0315. An employee or volunteer of CHH hired on a preliminary basis must be actively supervised at all times as described in OAR 407-007-0315.

D. Any current employee or volunteer hired for a new position with CHH must be approved at the time the employee or volunteer accepts the new position. Notwithstanding the requirements of paragraph B of this section, a current employee or volunteer who accepts a new position with CHH may be hired for a new position on a preliminary basis without active supervision in accordance with the limits and requirements described in OAR 407-007-0315.

E. There are only two possible outcomes of a background check: approval or denial. If CHH's employee or volunteer is denied, she or he may not have contact with clients referred for Services under this Agreement and may not have access to information about clients. Employees or volunteers of CHH who are denied do have the right to contest the denial as described in OAR 943-007-0501.

Section 11. Medicare/Medicaid Participation. CHH hereby represents and warrants that no personnel, directors or officers, nor anyone who will provide services pursuant to this Agreement, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid, or under investigation by any federally or state funded health care program. CHH agrees to screen its personnel and subcontractors at a minimum monthly against the Office of the Inspector General (OIGs) List of Excluded Individual and Entities (LEIE) and the System for Award Management (SAM) list for exclusions. CHH hereby agrees to immediately notify County of any threatened, proposed, or actual debarment, suspension, or exclusion from any federally funded health care program, including Medicare and Medicaid, that affects any Personnel or subcontractor providing services under this Agreement.

Section 12. Prevention/Detection of Fraud and Abuse

A. **Fraud and Abuse Policies:** CHH shall have Fraud and Abuse policies and procedures, and a mandatory compliance plan, in accordance with OAR 410-120-1510, 42 CFR 433.116, 42 CFR 438.214, 438.600 to 438.610, 438.808, 42 CFR 455.20, 455.104 through 455.106 and 42 CFR 1002.3, which enable the CHH or its Subcontractors to prevent and detect Fraud and Abuse activities as such activities relate to the OHP. These policies, at a minimum, must include:

1. Administrative and management requirements for CHH's employees and Subcontractors of written standards of conduct and articulate CHH's commitment to comply with all applicable federal and State laws;
2. Risk evaluation to monitor compliance in identified problem areas such as claims, Prior Authorization, service verification, utilization management and quality review;
3. Member Grievance and Appeal resolution processes protecting the anonymity of complaints and to protect callers from retaliation;
4. CHH shall report to the Department of Health and Human Services Office of the Inspector General, any providers, identified during the credentialing process, who are on the excluded lists to include List of Excluded Individuals (LEIE) and Excluded Parties List System (EPLS) also known as SAM(System for Award Management).
5. Participating Provider credentialing and contracting staff education including provisions addressing the non-employment of sanctioned individuals by CHH and its Subcontractors;
6. Corrective Action Plans to prevent potential Fraud and Abuse activities, including systems to respond promptly to allegations of improper or illegal activities and enforcement of appropriate disciplinary actions against employees or Subcontractors who have violated internal Fraud and Abuse policies or applicable statutes, regulations, federal or State health care requirements;

7. Designation of a chief compliance officer who reports directly to the CEO and the governing body, and submitting that information annually to the OHA Contract Administrator and other appropriate bodies charged with the responsibility of operating and monitoring the Fraud and Abuse program;
8. Effective lines of communication between OHA's compliance office and CHH's employees;
9. Participating Providers and staff education: effective education and training programs will be provided to the compliance officer and all affected employees and Subcontractors;
10. Education and training will be supported by enforcement of standards through well publicized disciplinary guidelines and provisions for internal monitoring and auditing; and
11. The establishment of a Regulatory Compliance Committee on the Board of Directors or senior management level charged with overseeing the CHH's compliance program and its compliance with the requirements under this Agreement.

CHH shall include in the employee handbook for the CHH's employees and in written policies for its Subcontractors, a specific discussion of the applicable Fraud and Abuse Federal and State laws, the rights of employees to be protected as whistleblowers, and the CHH's policies and procedures for detecting and preventing Fraud, waste and Abuse.

B. **Review of Fraud and Abuse Policies.** CHH shall review its Fraud and Abuse policies annually and submit a written copy to OHA Contract Administration Unit as follows:

1. To the OHA Contract Administration Unit annually, no later than January 31st. Or attest to no changes since last submission using the Attestation form located on the CCO forms page.
2. To the OHA Contract Administration Unit upon any significant changes, prior to formal adoption of the policy. OHA will notify CHH within 30 days of the compliance status of the policy.
3. To the OHA Contract Administration Unit anytime upon OHA request. OHA will notify CHH within 30 days of the compliance status of the policy.

C. **Referral Policy.** CHH shall promptly refer all suspected cases of Fraud and Abuse, including Fraud, in accordance with 42 CFR 455.23, by its employees and Subcontractors to the Medicaid Fraud Control Unit (MFCU) and OHA/DHS Provider Audit Unit (PAU). CHH may also refer cases of suspected Fraud and Abuse to the MFCU or to the OHA/DHS Provider Audit Unit prior to verification. CHH shall notify OHA/DHS Provider Audit Unit of all referrals to MFCU. CHH shall ensure Member handbook reflects information on how to report fraud, waste and abuse.

1. If CHH is made aware of a credible allegation of Fraud for which an investigation by MFCU is pending against a Provider, CHH shall, upon notification of an investigation by MFCU, suspend payments to the Provider unless MFCU determines there is good cause not to suspend payments or to suspend payments in part. If the act does not meet the good

cause criteria, the CHH shall work with the MFCU and OHA/DHS to determine if any Participating Provider contract should be terminated.

2. Fraud and Abuse Referral Characteristics of a Case that should be referred.

   a. Examples of Fraud and Abuse within CHH's network:

      (i) Providers who consistently demonstrate a pattern of intentionally reporting encounters or services that did not occur. A pattern would be evident in any case where 20% or more of sampled or audited services are not supported by documentation in the Clinical Records. This would include any suspected case where it appears that the Provider knowingly or intentionally did not deliver the service or goods billed;

      (ii) Providers who consistently demonstrate a pattern of intentionally reporting overstated or up coded levels of service. A pattern would be evident by 20% or more of sampled or audited services that are billed at a higher-level procedure code than is documented in the Clinical Records;

      (iii) Any suspected case where the Provider intentionally or recklessly billed CHH more than the usual charge to non-Medicaid recipients or other insurance programs;

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

      (v) Providers who intentionally or recklessly make false statements about the credentials of persons rendering care to Members;

      (vi) Primary care physicians who intentionally misrepresent medical information to justify referrals to other networks or out-of-network Providers when they are obligated to provide the care themselves;

      (vii) Providers who intentionally fail to render Medically Appropriate Covered Services that they are obligated to provide to Members under their Subcontracts with the CHH and under OHP regulations;

      (viii) Providers who knowingly charge Members for services that are Covered Services or intentionally balance-bill a Member the difference between the total fee-for-service charge and CHH's payment to the Provider, in violation of OHA rules;

      (ix) Any suspected case where the Provider intentionally submitted a claim for payment that already has been paid by OHA or CHH, or upon which payment has been made

by another source without the amount paid by the other source clearly entered on the claim form, and receipt of payment is known to the Provider; and

(x) Any case of theft, embezzlement or misappropriation of Title XIX or Title XXI program money.

b. Examples of Fraud and Abuse in the administration of the OHP program:

(i) Evidence of corruption in the Enrollment and Disenrollment process, including efforts of State employees or Contractors to skew the risk of unhealthy patients toward or away from one of the Contractors; and

(ii) Attempts by any individual, including employees and elected officials of the State, to solicit kickbacks or bribes, such as a bribe or kickback in connection with placing a Member into a carved out program, or for performing any service that the agent or employee is required to provide under the terms of his employment.

D. **When to Report Fraud and Abuse.**

1. CHH shall report to the MFCU an incident with any of the referral characteristics listed in Subsection c, above. CHH shall report to the MFCU and OHA/DHS PAU any other incident found to have characteristics which indicate Fraud or Abuse which CHH has verified. CHH shall comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 124.060 et seq., ORS 419B.010 et seq., ORS 430.735 et seq., et seq., ORS 441.630 et seq., and all applicable Administrative Rules. CHH shall ensure that all Subcontractors comply with this provision.

2. CHH must report the following to the Authority:

a. Number of complaints of Fraud and Abuse made to the OHA/DHS PAU or the Medicaid Fraud Unit that warrant preliminary investigation; and

b. For each matter that warrants investigation, the following:

(i) Name, and Member ID number

(ii) Source of complaint

(iii) Type of Provider

(iv) Nature of complaint

(v) Approximate dollars involved

(vi) Legal and administrative disposition of the case

E. **How to Refer a Case of Fraud or Abuse by a Provider.** The Department of Justice Medicaid Fraud Control Unit (MFCU) phone number is (971) 673-1880, address 1515 SW 5th Avenue, Suite 410, Portland, Oregon 97201, and fax is (971)-673- 1890. The OHA/DHS Provider Audit Unit phone number is (888) 372-8301, address is PO Box 14152, 3406 Cherry Ave NE, Salem, Oregon 97309-9965, and fax is (503) 378-2577.

F. **Obligations to Assist the MFCU and OHA.**

1. CHH shall permit the MFCU or OHA/DHS PAU or both to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of CHH or by or on behalf of any Subcontractor, as required to investigate an incident of Fraud and Abuse.
2. CHH shall cooperate, and requires its Subcontractors to cooperate, with the MFCU and OHA/DHS PAU investigator during any investigation of Fraud or Abuse.
3. In the event that CHH reports suspected Fraud or Abuse, or learns of an MFCU or OHA/DHS PAU investigation, CHH should not notify or otherwise advise its Subcontractors of the investigation. Doing so may compromise the investigation.
4. CHH shall provide copies of reports or other documentation, including those requested from the Subcontractors regarding the suspected Fraud or Abuse at no cost to MFCU or OHA/DHS PAU during an investigation.

G. **How to Refer a Case of Fraud or Abuse by a Member.** CHH, if made aware of suspected Fraud or Abuse by a Member (e.g. a Provider reporting Member Fraud and Abuse) shall report the incident to the OHA/DHS PAU. CHH shall address suspected Member Fraud and Abuse reports to OHA/DHS Fraud Investigation P.O. Box 14150 Salem, Oregon 97309-5027, phone number 1-888-FRAUD01 (888-372-8301), facsimile number 503-373-1525 ATTN: HOTLINE

Section 13. **Delegation and Reports.** CHH shall not delegate the responsibility for providing Services under this Agreement to any other individual or agency without the written approval of County and shall provide County with periodic reports at the frequency and with the information prescribed to be reported by County.

Section 14. **Indemnification.** CHH shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of CHH in the performance of Services under this Agreement and CHH agrees to indemnify, hold harmless, save and defend County, its officers, agents and employees including but not limited to the State of Oregon from and against any and all claims, suits, actions, liabilities, damages, costs, losses, fees, expenses (including attorneys' fees) or judgments resulting from, arising out of or connected with any such injury or the negligent or willful acts or omissions of CHH or any of the officers, agents, employees or subcontractors of CHH in the performance of the Services provided by CHH pursuant to this Agreement.

In addition, if CHH is not a unit of local government as defined in ORS 190.003, then CHH shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CHH or any of the officers, agents, employees or subcontractors of CHH ("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 CHH from and against any and all Claims.

County shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of County in the performance of any Services under this Agreement and, subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, County agrees to indemnify, hold harmless, save and defend CHH, its officers, agents and employees from and against any and all claims, suits, actions, liabilities, damages, costs, losses, fees, expenses (including attorneys' fees) or judgments resulting from, arising out of or connected with any such injury or the negligent or willful acts or omissions of County or any of the officers, agents, employees or subcontractors of County in the performance of any Services provided by County pursuant to this Agreement.

Section 15. **Insurance.** CHH, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

A. Workers' Compensation Insurance in compliance with statutory requirements;

B. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than $2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of $3,000,000;

C. Professional Liability Insurance, including errors and omissions coverage, covering CHH pursuant to this Agreement, with a per occurrence and aggregate limit of not less than $1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the Services provided under this Agreement;

D. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than $1,000,000 per occurrence, for bodily injury and property damage with respect to CHH's vehicles, whether owned, hired, or non-owned, assigned to, or used by CHH in connection with the Services provided under this Agreement;

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

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. CHH shall furnish County with certificates of insurance for each of the required insurance coverages before CHH performs Services under this Agreement. The certificates of insurance must specify (a) the types of insurance coverage, (b) all entities and

individuals who are endorsed on the policy as Additional Insured, (c) the amounts of insurance coverage, (d) the period of insurance coverage and (e) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name the County, State of Oregon, OHA and their divisions, directors, officers, employees and agents as additional insureds, (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause but only with respect to CHH's activities to be performed under this Agreement. CHH shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to CHH.

Section 16. **Confidentiality.** CHH acknowledges that it or its agents may, in the course of their performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County clients. Any and all (i) client information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI as described or defined in Exhibit A, or (iv) information identified as confidential in a separate writing, that becomes available to CHH or its agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from CHH's use of the Confidential Information are also deemed Confidential Information. CHH agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CHH uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. CHH agrees that, upon termination of this Agreement or at County's request, CHH will turn over to County all documents, papers and other matter in CHH's possession that embody Confidential Information.

Section 17. **Safeguarding of Client Information.** CHH shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. CHH shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority

Section 18. **Information Privacy/Security/Access.** If the Services performed under this Agreement requires CHH to have access to or use of any OHA, County or third-party administrators, Performance Health Technology (PH Tech), computer systems or other OHA, County or third-party administrators Information Assets for which OHA, County or third-party administrators impose security requirements, and OHA, County or third-party administrators grant CHH access to such OHA, County or third-party administrators Information Assets or Network and Information Systems, CHH shall comply with OAR 943-014-0300 through 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.

Section 19. **Settlement of Disputes.** Differences between CHH and County will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. Disputes and or complaints arising from this Agreement will be resolved whenever possible at the lowest appropriate level, utilizing consultation between the County HHS Program Manager or covering Supervisor and the CHH Administrative Director at Cedar Hills Hospital. During resolution or dispute, the consumer's care is uninterrupted. If resolution is not reached at this level, the complaint/dispute will be referred to the County HHS Director and the CEO of CHH for development of a negotiation plan.

Section 20. **Financial Audit.** If a financial audit of CHH concerning this Agreement is conducted by a certified public accountant, CHH shall furnish County a copy of the audit within ninety (90) days following the termination of the Agreement.

Section 21. **Application.** CHH prepared its application related to this Agreement, if any, independently from all other applicants, and without collusion, Fraud, or other dishonesty.

Section 22. **False Claims.** CHH understands that CHH may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.

Section 23. **Authorized Transactions Only.** CHH shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Agreement.

Section 24. **Alternative Formats of Written Materials.** In connection with the delivery of Services, CHH shall:

A. Make available to a Client, without charge to the Client, upon the Client's, the County's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's administrative rules or by the Oregon Health Authority's written policies made available to CHH.

B. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by CHH.

C. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by CHH.

D. Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the services and all CHH agreements related to this Agreement.

Section 25. **Abuse Reporting and Protective Services.** CHH shall comply with all protective services, investigation and reporting requirements described in OAR 943-045-0250 through 943-045-0370 and ORS 430.735 through 430.765,

Section 26. **Subcontracts; Assignment.** CHH shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. CHH shall not assign or transfer its interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without the prior written consent of County. No approval by County of any assignment or transfer of interest shall be deemed to create any obligation of County in addition to those set forth in this Agreement. Consent to subcontract shall not relieve obligations/duties under this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

Section 27. **Non-discrimination.** CHH agrees that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by CHH.

Section 28. **Waiver; Remedies.** County and CHH acknowledge that any breach, violation, or default by either party of the provisions contained in this Agreement might result in damage to the other party. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Section 29. **Governing Law; Jurisdiction; Venue.** 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 County and CHH that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. CHH, BY EXECUTION OF THIS AGREEMENT CHH HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 30. **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 conditions 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.

Section 31. **Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

Section 32. **Attorney Fees and Costs.** In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party

shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

Section 33. **Entire Agreement.** This Agreement, when executed and delivered, shall be a valid and binding obligation of CHH enforceable in accordance with its terms. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.

Section 34. **Business Associate Clause - HIPAA restrictions.** CHH acknowledges that County is subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191 and subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2") . County and CHH hereby agree to the respective obligations in the attached Exhibit A, "Business Associate/Qualified Service Organization Agreement" which is incorporated herein by this reference.

DONE the last date set forth adjacent to the signatures of the parties below.

CEDAR HILLS HOSPITAL

By: _____
(signature)
Date: 8/28/18

Elizabeth Hutter
(printed name)

Chief Executive Officer
(title)

Tax ID No.: 26-2343447

YAMHILL COUNTY, OREGON

_____
MARY STARRETT, Chair
Board of Commissioners
Date: 9/6/18

_____
SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 8/31/18

FORM APPROVED BY:

_____
CHRISTIAN BOENISCH
County Counsel
Date: 9/12/18

Accepted by Yamhill County Board of Commissioners on 9/6/18 Board Order # 18-325

EXHIBIT A
BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT

RECITALS

A. The CONTRACTOR may use and disclose Protected Health Information and Electronic Protected Health Information ("EPHI") in the performance of its obligations under the Agreement; and

B. County operates a drug and alcohol treatment program subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2"); if CONTRACTOR is a Qualified Service Organization (QSO) under Part 2 it also must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information with respect to the performance of its obligations under the Agreement; and

C. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, require that COUNTY, as a Covered Entity, obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"); CONTRACTOR is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement pursuant to this Business Associate/Qualified Service Organization Agreement ("BAA"); and

D. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in Part 2, the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations under the Agreement.

NOW, THEREFORE, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

AGREEMENT. The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of this BAA. Capitalized terms used, but not otherwise defined in this BAA, shall have the same meaning as those terms in Part 2, the Privacy Rule and Security Rule.

1. SERVICES. Pursuant to the Agreement, CONTRACTOR provides certain services for or on behalf of COUNTY, as described in the Agreement, which may involve the use and disclosure of Protected Health Information and EPHI. CONTRACTOR may make use of Protected Health Information and EPHI to perform those services if authorized in the Agreement and not otherwise limited or prohibited by this BAA, Part 2, the Privacy Rule, the Security Rule and other applicable federal or state laws or regulations. All other uses of Protected Health Information and EPHI are prohibited.

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

(a) CONTRACTOR agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement (as amended by this BAA), and as permitted by Part 2, the Privacy Rule, the Security Rule or as required by Law. Notwithstanding any other language in this BAA, CONTRACTOR acknowledges and agrees that any patient information it receives from COUNTY that is protected by Part 2 regulations is subject to protections that prohibit CONTRACTOR from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(b) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and EPHI other than as provided for by the Agreement as amended by this BAA, and

B.O. 18-325
Exhibit "A"

if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

(c) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information or EPHI by CONTRACTOR in violation of the requirements of the Agreement, as amended by this BAA.

(d) CONTRACTOR agrees to report to COUNTY, as promptly as possible, any use or disclosure of the Protected Health Information or EPHI not provided for by the Agreement, as amended by this BAA, of which it becomes aware.

(e) CONTRACTOR agrees to ensure that any agent, including a contract hearing officer or other subcontractor, to whom it provides Protected Health Information or EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this BAA, to CONTRACTOR with respect to such information.

(f) CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to Protected Health Information and EPHI in a Designated Record Set (the hearing file), to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) CONTRACTOR agrees to make any amendment(s) to Protected Health Information and EPHI in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner designated by COUNTY.

(h) CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and any Protected Health Information or EPHI, relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY or to the Secretary, within the time and in the manner designated by COUNTY or the Secretary, for purposes of the Secretary determining COUNTY's compliance with Part 2, the Privacy Rule or Security Rule.

(i) CONTRACTOR agrees to refer requests for disclosures of Protected Health Information and EPHI to the COUNTY for response, except for requests related to conducting the contested case hearing. To the extent CONTRACTOR discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, CONTRACTOR agrees to document such disclosures to the extent such documentation is required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(j) CONTRACTOR agrees to provide to COUNTY or an Individual, in time and manner to be designated by COUNTY, information collected in accordance with Section 2(i) of this BAA, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(k) CONTRACTOR agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the COUNTY.

(l) In the event of Discovery of a Breach of Unsecured Protected Health Information, CONTRACTOR shall:

(i) Notify the COUNTY of such Breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed during such Breach and any other

information as may be reasonably required by the COUNTY necessary for the COUNTY to meet its notification obligations;

(ii) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed as a result of such Breach;

(iii) Where the Breach involves more than 500 individuals, confer with the COUNTY as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,

(iv) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to the Secretary of DHHS of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. CONTRACTOR understands that if the Breach was with respect to 500 or more individuals, such notice to the Secretary must be provided immediately, and therefore, time is of the essence in the obligation to confer with the COUNTY. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary annually documenting such Breaches occurring during the year involved.

(v) Except as set forth in (vi) below, notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Breach. Therefore, the notification of a Breach to the COUNTY shall be made as soon as possible and CONTRACTOR shall confer with the COUNTY as soon as practicable thereafter, but in no event, shall notification to the COUNTY be later than 30 calendar days after the Discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by the COUNTY.

(vi) Any notification required by this section may be delayed by a law enforcement official in accordance with the HITECH Act, sec 13402(g), Public Law 111-5.

(vii) For purposes of this section, the terms "Unsecured Protected Health Information" and "Breach" shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as "Discovered" in accordance with the HITECH Act, sec 13402(c), Public Law 111-5, 45 CFR 164.404(a)(2).

(m) CONTRACTOR shall comply with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 and all requirements of the HITECH Act, Public Law 111-5, that relate to security and that are made applicable to Covered Entities, as if CONTRACTOR were a Covered Entity.

(n) CONTRACTOR shall be liable to the COUNTY, and shall indemnify the COUNTY for any and all direct costs incurred by the COUNTY, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of CONTRACTOR's Breach of Unsecured Protected Health Information.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

(a) General Use and Disclosure Provisions.

(1) Except as otherwise limited or prohibited by this BAA, CONTRACTOR may use or disclose Protected Health Information and EPHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement and this BAA, provided that such use or disclosure would not violate Part 2, the Privacy Rule or Security Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

(2) COUNTY has determined that disclosures to CONTRACTOR under the Agreement are necessary and appropriate for COUNTY's Treatment, Services, Payment and/or Health Care Operations under Part 2, the HIPAA Privacy Rule and Security Rule and Required By Law under Or Laws 1999, ch. 849 (HB 2525).

(3) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this BAA, except to the extent preempted by Part 2 or the HIPAA Privacy Rule and Security Rule.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this BAA, CONTRACTOR may use Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

(2) Except as otherwise limited in this BAA, CONTRACTOR may disclose Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) CONTRACTOR may use Protected Health Information and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(4) CONTRACTOR may not aggregate or compile COUNTY's Protected Health Information or EPHI with the Protected Health Information or EPHI of other Covered Entities unless the Agreement permits CONTRACTOR to perform Data Aggregation services. If the Agreement permits CONTRACTOR to provide Data Aggregation services, CONTRACTOR may use Protected Health Information and EPHI to provide the Data Aggregation services requested by COUNTY as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this BAA. If Data Aggregation services are requested by COUNTY, CONTRACTOR is authorized to aggregate COUNTY's Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that the CONTRACTOR has in its possession through its capacity as a CONTRACTOR to such other Covered Entities provided that the purpose of such aggregation is to provide COUNTY with data analysis relating to the Health Care Operations of COUNTY. Under no circumstances may CONTRACTOR disclose Protected Health Information or EPHI of COUNTY to another Covered Entity absent the express authorization of COUNTY.

4. OBLIGATIONS OF COUNTY.

(a) COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing CONTRACTOR with COUNTY's most current Notice of Privacy Practices.

(b) COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or EPHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information or EPHI that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information or EPHI.

5. PERMISSIBLE REQUESTS BY COUNTY.

(a) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under Part 2, the Privacy Rule or Security Rule if done by COUNTY, except as permitted by Section 3(b) above.

(b) COUNTY may conduct a survey of CONTRACTOR with respect to CONTRACTOR's compliance with the terms of this BAA and applicable law for the establishment of policies and procedures for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY. CONTRACTOR shall implement any recommendations of COUNTY resulting from such surveys as may be reasonably necessary to ensure compliance with the terms of this BAA and applicable law for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY.

6. TERM AND TERMINATION.

(a) Effective Date; Term. This BAA shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This BAA shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the BAA is effective under Section 6(b).

(b) Termination for Cause. In addition to any other rights or remedies provided in this BAA, upon either the COUNTY's or CONTRACTOR's knowledge of a material breach by the other party of that party's obligations under this BAA, the party not in breach shall either:

(1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement and this BAA if the party in breach does not cure the breach of the terms of this BAA or end the violation within the time specified;

(2) Immediately terminate the Agreement and this BAA if the party in breach has breached a material term of this BAA and cure is not possible in the reasonable judgment of the party not in breach; or

(3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.

(4) The rights and remedies provided in this BAA are in addition to any rights and remedies provided in the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6(c), upon termination of the Agreement and this BAA, for any reason, the party in breach shall, at the other party's option, return or destroy all Protected Health Information and EPHI received from the other party, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the possession of CONTRACTOR or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information or EPHI is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon COUNTY's written acknowledgement that return or destruction of Protected Health Information or EPHI is infeasible, CONTRACTOR shall extend the protections of this BAA to such Protected Health Information and EPHI and limit further uses and disclosures of such Protected Health Information and EPHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information or EPHI.

7. MISCELLANEOUS.

(a) Regulatory References. A reference in this BAA to a section in Part 2, the Privacy Rule, or Security Rule, or the HITECH Act means the section in effect as of the effective date of this BAA or as the Rules may be subsequently amended from time to time.

(b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend the Agreement and this BAA from time to time as is necessary for COUNTY to comply with the requirements of Part 2, the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this BAA.

(c) Survival. The respective rights and obligations of CONTRACTOR under Section 6(c), this Section 7(c), and Section 7(e) of this BAA shall survive the termination of the Agreement and this BAA.

(d) Interpretation; Order of Precedence. Any ambiguity in this BAA or the Agreement shall be resolved to permit COUNTY to comply with Part 2, the Privacy Rule, Security Rule and the HITECH Act. The terms of this BAA amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this BAA and the Agreement are to be harmonized. In the event of a conflict between the terms of this BAA and the terms of the Agreement, the terms of this BAA shall control; provided, however, that this BAA shall not supersede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this BAA) and Part 2, the Privacy Rule or the Security Rule, the more stringent rule shall apply.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this BAA and are the only parties entitled to enforce its terms. Nothing in this BAA 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this BAA.

(f) Successors and Assigns. The provisions of this BAA and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(g) Except As Amended. Except as amended by this BAA, all terms and conditions of the Agreement shall remain in full force and effect.

8. SIGNATURES.

By signing this BAA, the parties certify that they have read and understood this BAA, that they agree to be bound by the terms of this BAA and the Agreement, as amended, and that they have the authority to sign this BAA.

CONTRACTOR:

By: _____

Title: Chief Executive Officer

Date: 8/28/18

COUNTY:

By: _____

Title: MHS DIRECTOR

Date: 8/31/18

Exhibit B
Statement of Work

1. PURPOSE:

The purpose of this Agreement is to provide guidelines and procedures to ensure preauthorization for payment of care, coordination of care and continuity of inpatient treatment from pre-intake through post-discharge. This includes guidelines regarding appropriate and timely inpatient admissions, sharing and use of treatment information, planned, timely discharges, and timely access to appropriate outpatient mental health services.

2. CHH's duties:

All services must be preauthorized by the Yamhill County Utilization Management Program. Authorization will be provided for a specific number of days for each client. CHH will provide the acute psychiatric inpatient services as defined in OAR 309-032-0850 through 309-032-0890 and in accordance with OAR 309-019-0100 through 309-019-0320 and OAR Chapter 410 Division 172 to Yamhill CCO insured individuals and individuals who meet the criteria for indigent or Citizen Alien Waived Medical Program, are uninsured, underinsured without a behavioral health benefit, not eligible for Medicaid, or have exhausted Medicaid services, and are suffering from an acute mental illness, or other mental or emotional disturbance posing a danger to the health and safety of the individual or others.

3. SERVICE DESCRIPTION:

Acute psychiatric inpatient services are inpatient psychiatric services delivered to individuals who are suffering from an acute mental illness, or other mental or emotional disturbance posing a danger to the health and safety of the individual or others. The services are intended to stabilize, control and/or ameliorate acute psychiatric dysfunctional symptoms or behaviors in order to return the individual to a less restrictive environment at the earliest possible time.

A. A mental health evaluation of the member documents current symptoms consistent with a DSM Axis I or II psychiatric diagnosis. This mental health diagnosis must be the primary focus of the level of care requested and not substance abuse or situational factors.

B. Acute inpatient treatment is likely to be effective for either:
   1. the prevention of imminent, catastrophic deterioration caused by the mental disorder or
   2. the stabilization and/or improvement of the signs and symptoms produced by the mental disorder and lower levels of intervention are not appropriate; and,

C. Thorough consideration of lower levels of care and outpatient alternatives concludes those alternatives are unlikely to be effective, more likely to be intrusive, unavailable, or too dangerous for the individual; and

D. Medical cause(s) of mental or behavioral symptoms have been ruled out or judged to be very unlikely given the clinical circumstances; and, **Either**:

1. Serious and imminent risk of harm to self or others due to a present psychiatric condition as evidenced by:
   a. Current suicidal ideation with intent, realistic plan and/or available means, which cannot be managed safely at a lower level of care; or,
   b. Other serious life threatening, self-injurious behaviors, which cannot be managed safely at a lower level of care; or,
   c. Current serious intent to harm another, with a realist plan and/or available means, which cannot be managed safely at a lower level of care; or,

2. Gravely disabled:
   a. Serious and acute deterioration in function due to a psychiatric condition, which significantly interferes with the member's ability to safely care for themselves outside of an acute inpatient setting; or,
   b. Impairment of judgement, impulse control, and/or perception due to an acute psychiatric disorder, which places the member at great risk and requires acute inpatient intervention to protect that member.

E. Exclusion Criteria:

1. Alcohol or drug intoxication is the primary cause of the signs and symptoms that indicate hospitalization (especially in the absence of a known psychiatric history); or,
2. Contact with patient's current community provider confirms patient can be safely maintained and clinically managed in a less intensive setting, even with the presence of the current symptoms; or,
3. Crisis provider state the individual is capable of maintaining safety in a less intrusive setting such as respite or family supports; or,
4. The primary problem is social or economic (e.g. Alternative to incarceration, family conflict, lack of housing, etc.), without concurrently meeting the psychiatric criteria for this level of care; or,
5. Inpatient services are contraindicated such as in certain PTSD, DID, or BPD populations.

4. ADMISSION PHASE:

Admissions to CHH's beds is a cooperative venture to provide a continuum of care employing the least restrictive approach to adequately meet each consumer's individual mental health needs.

A. Screening:

County HHS staff will screen all admissions to CHH prior to request for admission and work with local emergency departments to ensure medical clearance prior to transportation based on Oregon Health Authority, Health Systems Division, Oregon Administrative Rules. CHH will notify County HHS of the inpatient admission within 24 hours of placement for authorization of admission and coordination of care.

B. Sharing of Information :

Information is shared as a means to facilitate treatment. To the extent the law allows, County HHS will share the screening information and facilitate the delivery of the most recent community treatment documents to the hospital on the same day of the admission. The minimum information includes the most recent evaluation, the last two (2) progress notes, the last medication note, the most recent medication orders, if available an Advance Directive and if the consumer chooses, information related to coordinating care with family members.

5. TREATMENT PHASE:

A. Treatment:

The treatment phase requires coordination of care between CHH staff, the consumer, (family members and/or significant others when the consumer chooses) and the County's HHS Hospital Liaison for the county of residence wherein the consumer resides. The primary objective for the members of the team is to promote mental health recovery for the consumer. The team pursues this objective by using evidence based treatment practices and an efficient use of resources. The planned outcomes include rapid psychiatric stabilization of the consumer and preparing the consumer for transition to the next medically appropriate level of care.

The County's HHS Hospital Liaison is available by phone, or in person whenever possible, and is involved in the treatment process and available for treatment and discharge planning meetings when notified at least one day in advance of the meeting time.

1. Services include:
    a. Assessment; supervision; and daily structure and support
    b. Individual, group, and family therapy per plan of care
    c. Case coordination, which includes timely contact with all healthcare providers involved in the patients case
    d. Weekly psychiatric monitoring
    e. Medical screening, testing, and referral as applicable
    f. Psychiatric assessment and evaluation
    g. Neurological screening and referral as medically appropriate
    h. Psychological assessment and evaluation as medically appropriate

i. Screening and risk assessment for substance abuse, sex offending that are clinically indicated and ordered by the treating psychiatrist.
j. Enhanced staffing as indicated by the individual's plan of care

2. CHH will conduct discharge meetings with County's HHS Hospital Liaison, and ensure complete discharge transition to community providers occur to minimize the risk of re-admissions.

B. Treatment Progress:

The CHH Social Worker/Case Manager assigned to the consumer, while an inpatient of the hospital, initiates discussions of treatment progress with the County's HHS Hospital Liaison, family members and others as appropriate for continuity of care. Each consumer needs to give written consent for CHH staff to discuss treatment progress with anyone other than YCHHS Hospital Liaison, Office of Addictions and Mental Health staff, or State Hospital staff.

The CHH staff notifies the County's Utilization Manager and County's HHS Hospital Liaison immediately to report the occurrence of any major consumer events such as sudden and acute illness, elopement, or death.

C. Disability Services:

The assigned CHH Social Worker/Case Manager assists the consumer in applying for and obtaining available entitlements.

6. DISCHARGE PHASE:

CHH and the County's HHS Hospital Liaison coordinate timely transitions to appropriate aftercare. The County's HHS Hospital Liaisons will accomplish this by maintaining knowledge of local services and assisting CHH in linking consumers to available, appropriate services. CHH will conduct discharge meetings in person or via telephone with County's HHS Hospital Liaison, and ensure complete discharge transition to community providers occur to minimize the risk of re-admissions. County will provide critical incident(s) after discharge information to CHH for quality improvement purposes.

A. Discharge Planning:

The assigned CHH Social Worker/Discharge staff coordinates the discharge planning with the unit's interdisciplinary staff, County's HHS Hospital Liaison, community providers and family members (as identified by the consumer), that are integral to the consumer's post-hospital care. The CHH staff promptly notifies all involved parties of changes to the discharge plan that develop over the course of the inpatient stay.

The discharge instructions include current medications, a plan for continuity of care post-discharge, significant problems needing treatment, treatment and support services provided, with providers and caregivers identified. The instructions address the means by which the consumer is transported from the

hospital to post-discharge residence/placement. All scheduled appointments will be included. All consumers are expected to have an appointment with an outpatient mental health provider within 7 calendar days noted in the discharge instructions. The consumer and the CHH staff sign the discharge plan. The assigned CHH staff will coordinate discharge with the County's HHS Hospital Liaison. **The assigned CHH staff will provide a legible copy of the discharge instructions to the County's HHS Hospital Liaison. The discharge instructions are also faxed to the outpatient provider, County HHS, per the discharge instructions outlined in Section H below.** The discharge instructions include the amount (days) of medications provided as a bridge to the initial outpatient appointment. The physician's discharge instructions are available to the outpatient physician at the time of, or prior to the follow-up appointment, if an outpatient physician is identified. The Discharge Summary will be provided to County HHS as soon as it is available. All discharge documentation shall be provided to County prior to follow-up appointment unless appointment is the same day as discharge; then it shall be provided within two days of discharge or three days if discharge occurs on a Friday.

The assigned CHH staff is responsible for notifying involved family and the County's HHS Hospital Liaison of a consumer's readiness for discharge and the anticipated date of discharge. This notification occurs at least 48 hours prior to the anticipated discharge time whenever possible. If individual leaves against medical advice, discharge planning will not count against P4P.

B. Trial Visit:

Information from the consumer, Pre-commitment Investigator, the consumer's treating physician, CHH staff, and others such as consumer's care givers, family, and significant others are considered in the planning of a trial visit. The CHH staff and County's HHS Hospital Liaison will educate and explain the conditions of a trial visit to the consumer, when possible have the consumer sign the agreement to conditions of a trial visit, and give a copy of the conditions of a trial visit to the consumer.

C. Requests for Long Term Care Determination

Requests for Long Term Care (LTC) determination (e.g. State Hospital or PAITS (Post-Acute Intermediate Treatment Services) are made in consultation with CHH staff, YCHHS Hospital Liaison, and Utilization Manager. The Addictions and Mental Health Request for Long Term Psychiatric Care Determination form is completed and signed by the Utilization Manager and YCHHS Hospital Liaison within 24 hours of the decision to seek State Long Term Care for the identified consumer. CHH staff makes LTC requests to Addictions and Mental Health. LTC requests need to meet the criteria set by the Addictions and Mental Health Division (AMH). Upon acceptance for LTC placement the current rules for payment set by the AMH apply. The CHH staff will work with the YCHHS Hospital Liaison and Utilization Manager to assist with adherence to the Choice Model protocols when necessary.

A consumer has the right to grieve the proposed transfer to State Long Term Care. The procedure is for the consumer to express, either verbally or in writing, a desire to grieve the transfer. The YCHHS Hospital Liaison meets with the consumer within one business day to hear their reasons for not wanting the proposed transfer. A decision will be made within one business day following the discussion with the consumer. The YCHHS Hospital Liaison will fax the decision to the consumer at CHH. This decision is final.

D. Diversion from State Long Term Care to Community Based Care

Diversion to Community Based Care is recommended when a consumer is currently on the State Long Term Care Waitlist and deemed no longer needing the level of care provided in a State Long Term Care facility. Requests for diversion to Community Based Care are made in consultation with CHH staff, YCHHS Hospital Liaison and Utilization Manager. Community Based Care requests need to meet the criteria set by the Addictions and Mental Health Division (AMHD). Community Based Care requests are sent to the Choice Model Lead. Upon acceptance for Community Based Care the current rules for payment set by the AMH apply.

E. Residential and Respite Referrals:

If a referral is needed for Adult Foster Care, Residential Care, Respite Care, or other support services, the assigned CHH Social Worker coordinates all referrals with the YCHHS Hospital Liaison and/or Utilization Manager. A 24 hour notice for these referrals is expected.

Prior to a determination that a consumer requires a nursing home placement, the CHH Social Worker staff consults with the YCHHS/Utilization Manager and APD/SDSD if the consumer is under age 62. All referrals to a nursing home are coordinated with the YCHHS Hospital Liaison and Senior Services (if the consumer is over age 62). Assigned CHH Social Worker/Discharge Planner requests a PASSAR Level I screen as soon as the Treatment Team determines nursing home placement is necessary.

F. Transportation:

The YCHHS Hospital Liaison and CHH Discharge Planner are jointly responsible for arranging transportation for the consumer from the CHH in a timely manner. If the transportation plan includes the family transporting the consumer, 24-hour notice needs to be provided to the family whenever possible. When the consumer is non-OHP, indigent, and without family to transport home the CHH Discharge Planner will coordinate directly with the YCHHS Hospital Liaison to assure county approval for payment of discharge transport. Transportation coordination should begin 24 hours prior to the consumer transporting home. The county of residence is financially responsible for transportation at discharge.

G. Prescriptions:

Planning for medication access post-discharge occurs as part of the discharge plan development. This includes consideration of the consumer's access to a pharmacy, ability to purchase, and date of the next outpatient appointment. The goal is to ensure uninterrupted medication access for the consumer whenever possible.

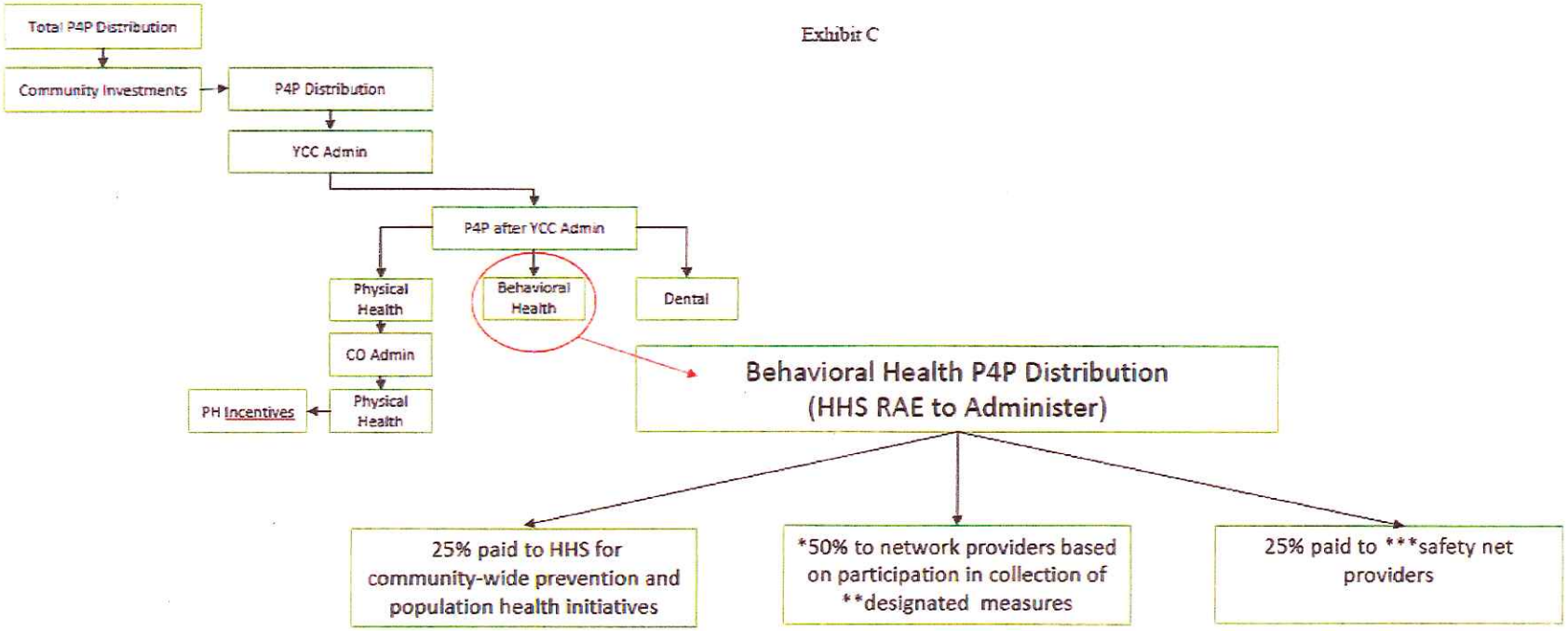
The CHH provides the consumer being discharged with medication by providing a supply of medications or prescriptions that will last until the first appointment with their outpatient prescriber (not to exceed 10 days post-discharge unless agreed to by the discharging psychiatrist).

H. Discharge Instructions:

Legible discharge instructions provided by CHH, including discharge address, referrals, appointments, Axis I diagnosis, and discharge medications, will be faxed to YCHHS (503-434-9846) 24 hours prior to discharge. Additionally a copy of these discharge instructions will be given to consumer at the time of discharge. CHH will fax the psychiatric discharge summary to YCHHS within two weeks of the discharge. An involved family member/support person, with appropriate consent, can also receive discharge information including medication education, possible side effects, appointment schedules, and who to call if problems arise. The discharge instructions include amount (days) of medications provided as a bridge to the consumer's initial outpatient appointment. 10 (Ten) days of medications or prescription is provided as a bridge to outpatient appointments whenever possible and clinically appropriate. These appointments include contact with an outpatient mental health provider within 7 calendar days and an appointment with a Licensed Medical Practitioner within 10 working days of discharge.

Discharge instructions are completed, and copies are faxed to YCHHS and the Utilization Manager.

Exhibit C



*The total amount a network provider is eligible for is based on the percentage of total services provided.

** Designated measures are: DLA20, PHQ9, GAD-7, SBIRT, customer satisfaction survey, and outcome tool data capture capability in EHR. 2017 paid in 2018 will be used to set a baseline for measures. 2018 paid in 2019 will set improvement targets based on measure baselines.

***Safety net providers are defined as providers who perform core crisis and wraparound services designed to divert members from hospitals, jails and other institutional care settings.

2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS AND PROBLEM GAMBLING SERVICES

EXHIBIT H
REQUIRED PROVIDER CONTRACT PROVISIONS

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of services in Exhibit B subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

   a. Provider may not expend on the delivery of Services any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services in the Underlying Agreement

   b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.

   c. If this Contract requires Provider to deliver Substance Use Disorders and Problem Gambling Services, Provider may not use the funds paid to Provider under this Contract for such services to:

      (1) Provide inpatient hospital services;

      (2) Make cash payments to intended recipients of health services;

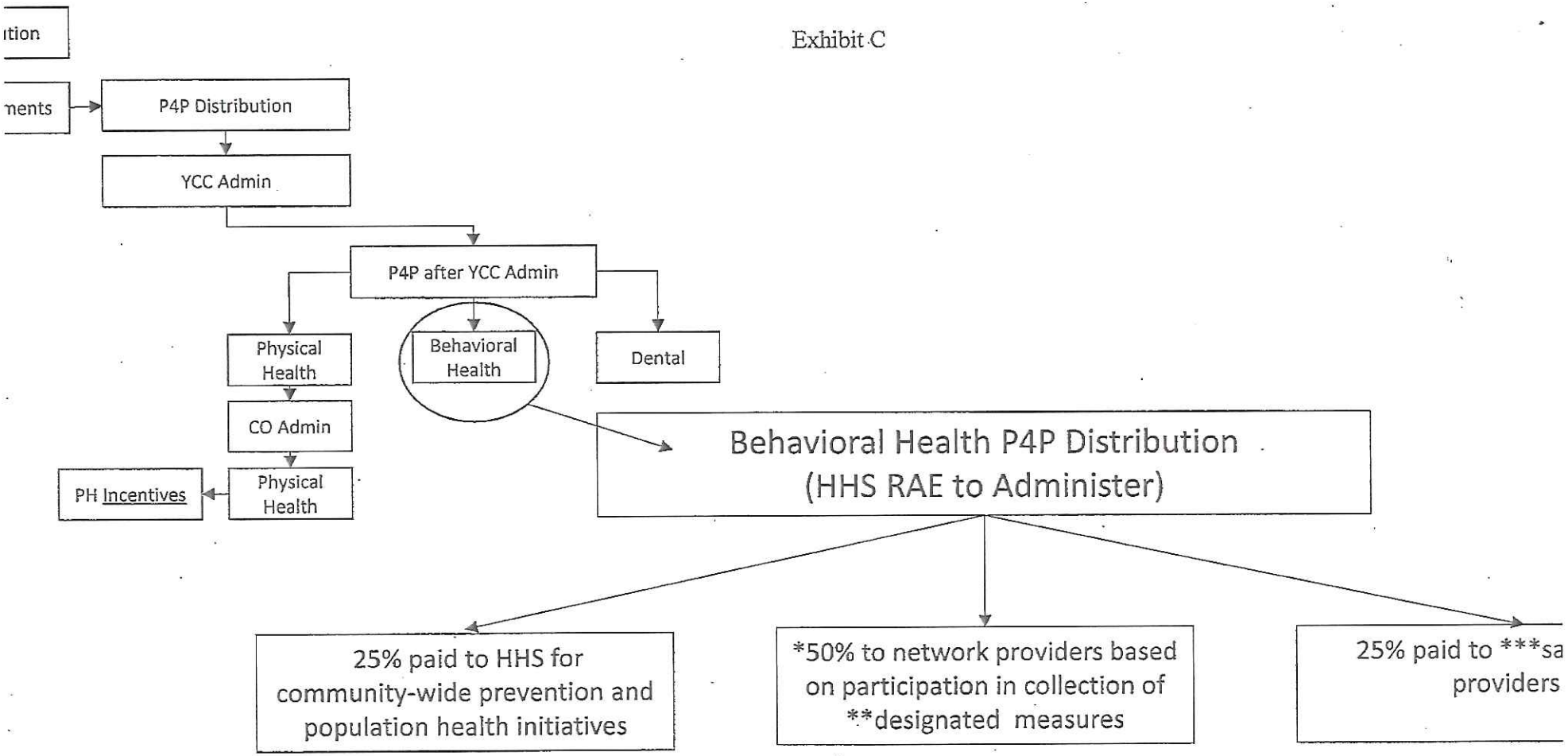
      (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;

      (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise); or

      (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.

   d. Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider receives $500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends $750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than $500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than $750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this requirement, shall at Provider's own expense submit to OHA a copy of, or electronic link

Exhibit C



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roviders are defined as providers who perform core crisis and wraparound ːd to divert members from hospitals, jails and other institutional care settings.

to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

2. **Records Maintenance, Access and Confidentiality.**

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

b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.

c. **Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.

d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:

(1) Client identification;

(2) Problem assessment;

(3) Treatment, training and/or care plan;

(4) Medical information when appropriate; and

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

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

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

f. **Data Reporting.**

All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx, and the "Who Reports in MOTS Policy," as stated below:

Which Behavioral Health Providers are Required to Report in MOTS?

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

(1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;

(2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

(3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers; and

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

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If you have questions, contact MOTS Support at MOTS.Support@state.or.us.

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

a. Make available to a Client, without charge to the Client, upon the Client's, the County's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's administrative rules or by the Oregon Health Authority's written policies made available to Provider.

b. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by Provider.

c. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by Provider.

d. Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the services and all provider contracts related to this Agreement.

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

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

b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit G, Required Federal Terms and Conditions, Section 14. Disclosure.

5. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit G "Required Federal Terms and Conditions," to the certain 2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services between County and the Oregon Health Authority dated as of July 1, 2017, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.

7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.

8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.

9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.

10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I "Provider Insurance Requirements," of the certain 2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services between County and the Oregon Health Authority dated as of July 1, 2017, which Exhibit is incorporated herein by this reference.

11. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.

12. Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.