



COPY

Richard Swift
Interim Director

June 25, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a renewal Professional Services Agreement with Folk Time, Inc., for peer services to the Stewart Community Center and Hilltop Adult Services Center

Purpose/Outcomes	Provide peer services to the Stewart Community Center and Hilltop Adult Services Center, using a Peer Support Team model to promote a recovery oriented support system.
Dollar Amount and Fiscal Impact	Contract maximum value is \$190,000. This agreement is funded through revenue from the Adult Mental health Services and the Community Support Team.
Funding Source	3610-8600 – Adult Mental Health Services and 3610-8604 – Community Support Team. No County General Funds are involved.
Safety Impact	None
Duration	Effective July 01, 2015 and terminates on June 30, 2016
Previous Board Action	The Board last reviewed and approved this agreement on June 27, 2013.
Contact Person	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
Contract No.	7169

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of an Agreement with Folk Time, Inc., for peer services to the Stewart Community Center and Hilltop Adult Services Center

As part of Clackamas County's Behavioral Health Redesign, which was started in 2009, Clackamas County Health Centers Division, Behavioral Health Clinics committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services. Peer Services is an evidenced based practice to provide recovery oriented services designed to reduce the number of recurring treatment episodes. The term peer, for the purposes of this contract, refers to a person who has been the recipient of inpatient or outpatient mental health and/or addiction treatment services. Peers provide support to an individual or family who has similar lived experiences.

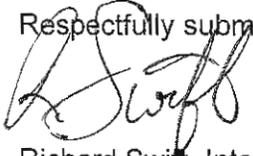
Folk Time, Inc. will provide peer support services to consumers at the Stewart Community Center and Hilltop Adult Services Center. Peer Support Services are recovery-oriented and include companion care, transportation, activity coordination, problem solving, medication reminders, and communication skills development for individuals with receiving Behavioral Health Services.

This contract is effective July 1, 2015 and continues through June 30, 2016. This contract has been reviewed and approved by County Counsel as part of the H3S contract standardization project.

RECOMMENDATION:

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Interim Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written in a cursive style.

Richard Swift, Interim Director

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

Contract #7169

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division, hereinafter called "COUNTY", and **FOLKTIME, INC.**, hereinafter called "CONTRACTOR".

I. SCOPE OF SERVICES

- A. CONTRACTOR agrees to provide peer support services for individuals receiving services at Clackamas County Behavioral Health Center as more fully described in Exhibit A at the following sites and in the community:
- **Clackamas County Stewart Behavioral Health Center - Community Support Team** located at 1002 Library Court in Oregon City, Oregon
 - **Clackamas County Oregon City Hilltop Behavioral Health Center - Adult Services Team** located at 998 Library Court in Oregon City, Oregon
- B. CONTRACTOR agrees to submit all employees who support this contract work to criminal background checks. Only employees who have successfully passed criminal background checks will be allowed to work on-site.
- C. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.
- D. Services required under the terms of this agreement shall commence **July 1, 2015**. This agreement shall terminate **June 30, 2016**.

II. COMPENSATION AND RECORDS

- A. Compensation: COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I as follows:

Total payment for peer support services provided at **Stewart Behavioral Health Center** and with the **Oregon City Hilltop Behavioral Health Center** is based on actual cost. The total amount paid to CONTRACTOR shall not exceed \$190,000.

Payment shall be for true and verifiable expenses for work performed, for services rendered, and for labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services outlined in this contract.

- B. Method of Payment: To receive payment, CONTRACTOR shall submit quarterly reports as described in Exhibit A and submit monthly invoices as follows:

CONTRACTOR shall submit invoices by the tenth day of the month following that in which service was performed. The invoice shall list the contract # 7169, personnel costs, supplies, break out of miscellaneous expenses, and the total amount due for all services provided during the month. Invoices shall be submitted to:

Clackamas County Health Centers Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Or electronically to:

HealthCenterAP@clackamas.us

When submitting electronically, designate CONTRACTOR name and contract #7169 in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided that COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

- C. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of five (5) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records: The COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to CONTRACTOR were in excess of the amount to which the CONTRACTOR was entitled, then CONTRACTOR shall repay the amount of the excess to COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations: CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.
- B. Special Federal Requirements: Common rule restricts lobbying. See Volume 55, No. 38 of Federal Register, February 1990.
- C. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. CONTRACTOR certifies that it is an independent CONTRACTOR and not an employee or agent of the COUNTY, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the CONTRACTOR.

IV. GENERAL CONDITIONS

- A. Indemnity: CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of CONTRACTOR and CONTRACTOR's officers, agents and employees, in performance of this contract.
- B. Insurance: During the term of this contract, CONTRACTOR shall maintain in force at its own expense, each insurance noted below:

1. **Commercial General Liability**

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

2. **Commercial Automobile Liability**

Required by COUNTY Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

3. **Professional Liability**

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

4. **Additional Insured Provisions**

All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5. **Notice of Cancellation**

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided

to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating

Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the contract have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

8. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. CONTRACTOR is not an officer, employee, or agent of COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification

CONTRACTOR's coverage will be primary in the event of a loss.

10. Cross-Liability Clause

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the contract.

C. Amendments: The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

D. Termination: This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing or delivered by certified mail or in person.

1. COUNTY may terminate this contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

a. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.

b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

Folk Time, Inc. – Peer Support Services – Clinic

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- c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.
 - d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.
 - e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
 2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:
 - a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - b. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.
 - c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
 - d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
 1. CONTRACTOR shall:
 - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 2. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this agreement.
 3. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that

CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

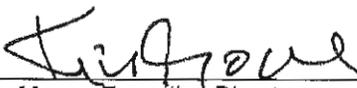
4. CONTRACTOR, if it is an employer of one or more workers subject to workers compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. CONTRACTORS shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
5. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Future Support: COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this contract.
- G. Ownership of Work Product: All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.
- H. Integration: This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of four (4) sections plus the following exhibits which by this reference are incorporated herein:

Exhibit A Scope of Services
Exhibit B Performance Standards

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officers.

FOLKTIME, INC

By: 
Kris Moore, Executive Director

6-15-15
Date

232 SE 80th Avenue, Portland, OR 97215
Street Address
Portland, Oregon
City/State/Zip
(503)238-6428 / (503)238-3986
Phone / Fax Numbers

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Signing on Behalf of the Board:

Richard Swift, Interim Director
Health, Housing and Human Services Department
Date

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR agrees to perform the following activities under the terms of this agreement.

BACKGROUND AND DEFINITIONS

The term peer, for the purposes of this contract, refers to a person who has been the recipient of inpatient or outpatient mental health and/or addiction treatment services. Peers provide support to an individual or family who has similar lived experiences.

The supports provided are defined by the individual asking for support. The individual receiving services defines their goals and sets tasks to achieve those goals. The peer provides the support needed to complete those tasks and achieve their goals. Peer services are designed to be flexible and community-based to meet the unique needs of each individual and family.

SCOPE OF WORK

1. CONTRACTOR agrees to work in conjunction with Clackamas County Behavioral Health Centers to promote a recovery oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
2. CONTRACTOR agrees to accomplish the following work under this contract to provide Peer Support Services to consumers receiving mental health services, using a Peer Support Team model, working in collaboration with service teams at the following service sites: (Groups will be held at each specific site and services will be delivered in the community as well as on the sites specified.)
 - **Clackamas County Stewart Behavioral Health Center** located at 1002 Library Court in Oregon City, Oregon
 - **Clackamas County Hilltop Behavioral Health Center** located at 998 Library Court in Oregon City, Oregon
3. CONTRACTOR will provide three .8 FTE Peer Support Specialists
 - Capacity: Each Peer will be assigned to work individually with up to 15 individuals at any one time. Additional individuals will be served by attending groups led by the peers.
4. CONTRACTOR will provide a .3 FTE Peer Supervisor
5. Peer Support Specialists will assist individuals with one-on-one (and group), self-directed, person-centered life planning and will work as an advocate within the treatment planning team if the individual requests this support.
6. Support individuals working toward mental wellness and/or addiction recovery:
 - Assist in accessing 12-step programs, support groups and other resources available in the community as appropriate to the treatment focus.
 - Provide referrals to other peer support resources as appropriate to the treatment focus.
7. Assist and support individuals with problem solving.
8. Assist and support individuals to develop community and peer relationships.

9. Assist in addressing other issues as identified by the individual and in collaboration with the treatment team.
10. Provide a variety of peer activities, including but not limited to, arts, social, physical and spiritual activities.
11. Participate in agency team meetings at the frequency deemed appropriate by the program supervisors.
12. Peer Supervisor will attend treatment team meetings at least once a month, provide weekly individual and/or group supervision to peer support specialists, and meet with program supervisors as needed.

CONTRACTOR will provide a place on site for Peer Supervisor to meet with peers.

STANDARDS OF WORK

1. Peers will use a whole health approach not only addressing issues of mental health and addiction, but spiritual and physical health as requested by the individual and in collaboration with the treatment team.
2. Peers will meet the documentation standards of the agency, the State of Oregon Integrated Service and Support Rule (ISSR), and Medicaid.
 - a. Peers working within the Hilltop and Stewart Clinics will provide documentation of all services and outreach efforts via the Clinic's electronic records system
 - b. Notes will be completed in the COUNTY electronic health record within 48 hours of the date the service was provided using the Medicaid template for Peer documentation.
 - i. Write a brief note for each service provided to a person receiving services indicating progress toward goals utilizing the Peer progress note template.
 - c. The COUNTY will be responsible for providing training to the CONTRACTOR as necessary for CONTRACTOR to provide documentation via the COUNTY's electronic records system.
 - d. Peers will be trained to make revisions to treatment plans when needed; in accordance with peer support services.
3. Peers will meet a minimum 40% productivity of direct services (includes travel time which can be documented in the progress note). This equals 13 direct service hours for a 32 hour work week.
4. Peers and Peer Supervisor will use the electronic health record's scheduling system (Scheduler in Anasazi) to track peer support appointments in the clinic and community as well as planned absences for training or vacation.
5. If a Peer is out on leave for an extended period of time (more than 14 days) CONTRACTOR will make every effort to provide a substitute Peer to work with individuals during the extended absence.
6. CONTRACTOR will collaborate with the clinic's service team and other service providers to encourage communication and collaboration regarding the individual's success.

Peers will receive supervision to meet Medicaid billing requirements. Each peer must have a minimum of two hours per month of clinical supervision provided by a Q. Supervision will typically include: weekly individual peer supervision and/or group supervision provided by CONTRACTOR. The supervisor of the CONTRACTOR must meet the state requirements for supervising peers who bill for Medicaid services.

7. Clinic QI coordinator will provide a monthly report to Peer Supervisor, Clinic Manager, and Program Supervisors of services provided by the Peers, including monthly productivity and timeliness of progress notes for each Folk Time staff member.
8. Peers and Peer Supervisor will participate in mandatory reporter trainings; county provided HIPAA, 42 CFR and confidentiality training; peer chart reviews, county sponsored fraud, waste, and abuse training, and review of other critical policies within 30 days of beginning work at the clinics.
9. CONTRACTOR will involve clinic supervisors in the hiring process for peers who will be placed at the clinics.
10. CONTRACTOR will not assign peer support specialists for this contract who are current clients of Clackamas Behavioral Health Centers or who have been a client of the clinic in the past year.
11. For a peer recovering from a substance abuse related disorder that individual needs to be able to demonstrate continuous sobriety under nonresidential, independent living conditions for the immediate past two years.
12. Peers will have a work schedule that meets the needs of the COUNTY and the program in which they work. This work schedule will be reviewed and proposed by the CONTRACTOR supervisor and reviewed by the COUNTY program supervisor. A final decision for approval lies with the COUNTY.

REPORTING REQUIREMENTS

Reports shall be submitted to the COUNTY no later than thirty (30) days following the end of each quarter
 Due dates for reports are as follows:

Reporting Schedule:

1st Quarter	July 1 – September 30, 2015	Due October 31, 2015
2nd Quarter	October 1 – December 31, 2015	Due January 31, 2016
3rd Quarter	January 1 – March 31, 2016	Due April 30, 2016
4th Quarter	April 1 – June 30, 2016	Due July 31, 2016

Quarterly Reports shall include the following:

CONTRACTOR shall submit quarterly reports that include the following:

- Total number of hours worked per week for Peer Support Specialists.
- Number of individuals served through referral from Stewart Behavioral Health Center
- Number of individuals served through referral from Hilltop Behavioral Health Center
- Number of new individuals served each quarter
- Number of individuals who concluded support services in the quarter
- Number of 1:1 peer appointments/encounters
 - Number of appointments in the community
 - Number of appointments at the clinic

- Number of groups offered
 - Number of referrals to community activities or other peer support agencies
 - Number of outreach activities conducted to inform individuals about Peer Support Services available to them
3. CONTRACTOR will collect data from people served under this contract. Both parties acknowledge that data collection may not always be possible i.e. incorrect contact information, people exercising privacy rights, people not returning for services, etc.
 4. Included in the quarterly report will be a summary of the peer participant experience including, but not limited to, the following indicators:
 - % of client's who have been supported by a Peer Support Specialist for at least 3 months who are engaging in positive activities outside of the clinic.
 - Number of clients who are engaged in a least one natural (unpaid) community support activity

Reports shall be submitted to:

Clackamas County Health Centers Division
Attention: Tracy Garell, Behavioral Health Center Manager
998 Library Court
Oregon City, OR 97045

Or by electronic submission:
Tgarell@co.clackamas.or.us

EXHIBIT B

PERFORMANCE STANDARDS

A. General Performance Standards

1. CONTRACTOR ensures that all staff employed or contracted by CONTRACTOR who provided services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.
2. CONTRACTOR assures that all of CONTRACTOR's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. CONTRACTOR shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

B. Staff

CONTRACTOR will provide the following for all staff who are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System; and
- Appropriate education and academic degrees, as required;
- Relevant work history or qualifications.

C. Monitoring

COUNTY shall monitor services provided by CONTRACTOR and has the right to require CONTRACTOR's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

COUNTY may conduct compliance monitoring related to this agreement. CONTRACTOR shall cooperate with COUNTY in such monitoring. COUNTY shall provide CONTRACTOR twenty (20) business days written notice of any agreement compliance monitoring activity that requires any action or cooperation by CONTRACTOR. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

D. Miscellaneous Federal Provisions

CONTRACTOR shall comply with all Federal laws, regulations, and executive orders applicable to this agreement or to the delivery of Services. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this agreement, and as they are amended from time to time: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of Federal civil rights and rehabilitation statutes, rules and regulations, (j) all Federal law governing operation of Community Mental Health Programs, including without limitation, all Federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the agreement and required by law to be so incorporated. No Federal funds may be used to provide Covered Services in violation of 42 USC 14402.

E. Abuse Reporting

CONTRACTOR shall comply with all processes and procedures of abuse reporting, investigations, and protective services as described in ORS 430.735 through 430.765, Abuse Reporting for Mentally Ill and OAR 410-009-0050 through 410-009-0160, "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

F. Confidentiality

CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.