

July 9, 2015

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Service Agreement with  
Catholic Community Services of Western Washington for  
Emergency Department Crisis Stabilization Services and Diversion for Youth

<b>Purpose/Outcomes</b>	To provide rapid response, community based Emergency Department crisis stabilization and diversion services for uninsured youth in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$161,239.00 to be paid to Catholic Community Services of Western Washington in equal monthly increments.
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on September 30, 2016
<b>Previous Board Action</b>	This is the original agreement.
<b>Contact Person</b>	Jill Archer, Director – Behavioral Health Division – 503-742-5336
<b>Contract No.</b>	7228

**BACKGROUND:**

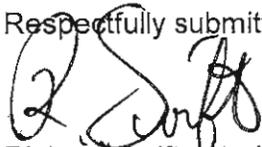
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Agreement with Catholic Community Services of Western Washington for outpatient and home based stabilization services to eligible in Clackamas County. The Behavioral Health Division has partnered with Catholic Community Services for behavioral health services since 2009.

The contract is effective July 1, 2015 and continues through September 30, 2016. County Counsel has reviewed and approved this agreement 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,



Richard Swift, Interim Director

*Healthy Families. Strong Communities.*

## AGENCY SERVICE CONTRACT

### Contract #7228

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON**, hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

### CONTRACT

#### 1.0 Engagement

COUNTY hereby engages AGENCY to provide community-based Emergency Department crisis stabilization services as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein.

#### 2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2015** and shall terminate **September 30, 2016** unless terminated by one or both parties as provided for in paragraph 6.0 below.

#### 3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C, Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, should AGENCY 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 AGENCY 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 AGENCY.

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least six (6) years or such period as may be required by applicable law, following final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, 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 AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers

and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

#### **4.0 Manner of Performance**

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements. AGENCY shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit D, paragraph 9. Compliance with Applicable Law, attached hereto and incorporated herein by this reference. AGENCY shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.

4.4 Independent AGENCY. AGENCY certifies that it is an independent AGENCY and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

#### **5.0 General Conditions**

5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents, and employees, in performance of this contract.

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this contract.

If AGENCY is a public body, AGENCY's liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, AGENCY shall maintain in force, at its own expense, each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY                       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$2,000,000 per occurrence/\$4,000,000 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 Agreement. 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 it.

5.2.2 Commercial Automobile Liability

Required by COUNTY                       Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, "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 \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY                       Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence/\$4,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of 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 Agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the AGENCY's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insured Provisions. The insurance, other than the professional liability insurance, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its commissioners, agents, officers, and employees" as an additional insured.

5.2.6 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 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.

5.2.7 Insurance Carrier Rating. Coverages provided by AGENCY 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.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this contract, AGENCY 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 this contract have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

5.2.9 Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personam jurisdiction of said courts.

5.4 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 AGENCY and COUNTY.

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

5.6 Waiver. The failure of either party to enforce any provision of this contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

5.8 Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:

5.9.1 AGENCY shall:

- a. Make payments promptly, as due, to all persons supplying to AGENCY 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 agency or subcontractor incurred in performance of this contract.
- c. Not permit any lien or claim to be filed or prosecuted against 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.

5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.

5.9.3 As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY 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.

5.9.4 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.10 Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.

5.11 Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.

5.12 Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

## **6.0 Termination**

6.1 Termination Without Cause. This contract may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' notice, in writing or delivered by certified mail or in person.

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

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement 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.

6.2.2 The termination, suspension or expiration of the HealthShare Risk Accepting Entity Agreement.

6.2.3 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.

6.2.4 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded

from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12,549 and No. 12,689, “Debarment and Suspension”. (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and AGENCYs declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYs with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific provisions of this contract. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6.4 Transition. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**7.0 Notices**

If to AGENCY:  
Catholic Community Services of Western Washington  
5410 N 44<sup>th</sup> Street  
Tacoma, Washington 98407

If to COUNTY:  
Clackamas County Behavioral Health Division  
Attention: Contract Administration  
2051 Kaen Road, #154  
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following exhibits and attachments which by this reference are incorporated herein:

Exhibit A	Definitions
Exhibit B	Scopes of Work
Exhibit C	Compensation
Exhibit D	Statement of General Conditions
Attachment 1	Budget
Attachment 2	Invoice Template

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

**AGENCY**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
5410 N 44<sup>th</sup> Street

\_\_\_\_\_  
Tacoma, Washington 98407

\_\_\_\_\_  
Phone 253-759-9544 / Fax 503-943-4994

**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  
DEFINITIONS**

Whenever used in this Agency Services Agreement, the following terms shall have the meanings set forth below:

AGENCY: entity contracted by COUNTY

Contract: this Agency Services Contract between COUNTY and AGENCY for the provision of services

COUNTY: Clackamas County Behavioral Health Division

Covered Services: medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of  
Federal Funds: funds paid to AGENCY under this contract that are received from an agency, instrumentality or program of the Federal government of the United States

Individual: an individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

Mental Health Services: treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others

Medicaid: Federal funds received by OHA under the Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of State medical assistance program by OHA

Misexpenditure: money, other than an overexpenditure disbursed to AGENCY by COUNTY under this agreement and expended by AGENCY that:

- (a) is identified by the Federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal government has requested reimbursement by the State of Oregon and whether in the form of a Federal determination of improper use of Federal funds, a Federal notice of disallowance, or otherwise; or
- (b) is identified by the COUNTY, State of Oregon or OHA as expended in a manner other than that permitted by this agreement, including without limitation, any money expended by AGENCY, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) is identified by the COUNTY, State of Oregon or OHA as expended on the delivery of a service that did not meet the standards and requirements of this agreement with respect to that service

OAR: Oregon Administrative Rules duly promulgated by the Oregon Health Authority and as amended from time to time.

OHA: the State of Oregon, acting by and through its Oregon Health Authority.

Primary Source Verification: verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner. Examples of primary source verification include, but are not limited to, direct correspondence, telephone verification and internet verifications.

**EXHIBIT B  
SCOPES OF WORK**

**Emergency Department Crisis Stabilization**

AGENCY shall provide rapid-response, community-based Emergency Department Crisis Stabilization services to children who meet the eligibility criteria listed in below. AGENCY shall provide stabilization and service planning in a natural setting where children and youth remain connected with family and other community supports. Services provided shall allow a child to remain in the community as an alternative to inpatient hospitalization or sub-acute admission.

To be eligible for services under this Contract, children and youth must meet all of the following criteria:

1. Youth must be ages 5 through 18;
2. Youth must present to the Emergency Department at Providence Willamette Falls (Clackamas) in psychiatric crisis regardless of insurance coverage or lack thereof;
3. Youth must have a qualifying/covered DSM IV diagnosis which is the focus of the needed mental health treatment;
4. Youth must present with a primary concern that is not due to:
  - a. Placement issues related to abuse,
  - b. neglect or caregiver incapacity/behavior;
  - c. Substance use/abuse or intoxication;
  - d. Developmental disability;
  - e. Medical causes.
5. Assessing team must have determined that Crisis Stabilization is the best option because:
  - a. The youth cannot be adequately served by other community resources (i.e. primary care clinics, substance abuse treatment programs, or other community resources); AND
  - b. Less restrictive levels of care have been explored, including increasing the intensity of treatment, and demonstrated to be less likely to be effective, more intrusive, unavailable or too dangerous; AND
6. Crisis Stabilization services are likely to alleviate symptoms and/or improve functioning.
7. Youth must be medically stable.
8. Youth must be in crisis as defined by at least one of the following:
  - a. Youth meets medical necessity criteria for hospitalization and is being diverted;
  - b. Youth meets medical necessity criteria for subacute or residential treatment and
  - c. Family prefers to divert subacute/residential placement OR
  - d. The youth has been referred but no bed is open and the family is willing to explore community-based supports as an alternative to restrictive care;
  - e. Youth demonstrates a clear risk of harm to self or others through a current plan with intent; OR
  - f. current ideation with a history of attempts and/or hospitalizations;
  9. Youth demonstrates dangerous assaultive or other uncontrolled behavior, including extensive damage to property, not due to substance abuse;
10. Youth demonstrates inability to provide for basic needs, safety and welfare;
11. Youth demonstrates an acute deterioration in mental health functioning leading to an exacerbation of other medical conditions;
12. Youth is a high utilizer of Emergency Department services with at least two visits in the past 30 days;

13. Family is refusing to take the youth home because they do not feel able to ensure the youth's safety with their current supports (not due to unwillingness to be a placement option for the youth);

AGENCY's crisis stabilization team shall work flexible hours and be available 24 hours a day, including evenings and weekends, to meet a family's needs and actively work toward a less intensive treatment option. Crisis stabilization services are intended to be short term (30days in length), and shall include:

1. Assessment and safety planning
2. Brief, solution-focused Individual and family therapy;
3. Psychiatric care;
4. Case management;
5. Care coordination.

AGENCY shall provide services that:

1. Are flexible and tailored in frequency, intensity, type and duration to meet the individual child and family's needs;
2. Are provided creatively, with attention to what is needed to safely maintain the child in the community setting, and may include flexible services such as support at the school, parent coaching, etc.; and
3. Reflect the philosophy of families as equal partners and insure family involvement and participation in all phases of assessment, treatment planning and the child's treatment by documentation in the clinical record.

AGENCY shall work to transition services back to the client's existing outpatient treatment provider within 30 days. If client does not have an outpatient provider or wishes to choose a new provider, AGENCY shall work closely with the client and caregiver to identify and transition services to an outpatient provider within 30 days. AGENCY shall provide case management, co-therapy sessions, care coordination, and treatment planning during the 30 days of service.

AGENCY shall respond to the request for services at Providence Willamette Falls (Clackamas) hospital emergency departments. AGENCY's crisis stabilization services shall be available to meet with a youth and conduct an assessment 24 hours a day, 7 days a week, including evenings and weekends.

AGENCY shall manage utilization throughout the authorization period to ensure that the client is receiving services of the appropriate type and intensity that are clinically indicated and medically necessary.

Crisis stabilization treatment will be authorized 30 days at a time, with a maximum of 30 days of service.

AGENCY shall actively work on transitioning the child to an outpatient provider.

AGENCY shall have a policy and procedure on family involvement that includes specific supports to family members that address and prevent barriers to family involvement.

**Program Performance Measures**

AGENCY shall track, at a minimum, the performance measures identified below and detailed in program instructions prepared by COUNTY and incorporated into this Contract by reference.

Program Goal	Performance Measure	Target # or %	Monthly Source
AGENCY shall respond to referrals received in a timely manner	Percentage of referrals responded to by phone within one (1) hour	75%	Crisis Stabilization Services Report
	Percentage of referrals responded to by phone to face-to-face within three (3) hours	75%	Crisis Stabilization Services Report
	Percentage of referrals that did not return to ED w/in 30 days of intake to service	75%	Crisis Stabilization Services ED Pilot Report
AGENCY shall collect information regarding types of referrals	Tracking information for referral types including: 1) Insurance Type 2) COUNTY of Residence 3) Diagnosis 4) Affiliated with a current mental health provider 5) Barriers to discharge	100%	Crisis Stabilization Services ED Pilot Report
AGENCY will submit "encounter only" detailed claims	using the CMS 1500 billing form to PH Tech within 120 days of the date health care services were delivered	100%	AGENCY shall submit claims to PH Tech P.O. Box 5490 Salem, OR 97304 Attention: Claims Processing

**EXHIBIT C  
COMPENSATION**

COUNTY will pay AGENCY on the following basis:

1. COUNTY shall pay AGENCY on a 1/12<sup>th</sup> per month capacity payment basis of \$ 13,437 via approved COUNTY invoice provided in attachment 2.
2. Payment will be issued within four (4) calendar weeks of receipt of complete invoice
3. Payment for incomplete claims or claims submitted later than 120 days from date of service may be denied. Failure to exercise this right shall not constitute waiver.

Method of Payment

AGENCY shall be reimbursed for the agreed upon program cost (see attached budget),

AGENCY shall submit monthly 1/12<sup>th</sup> per month capacity payment basis of \$ 13,437 via approved COUNTY invoice and agreed upon budget in attachment 1. Invoice shall include the contract #7228, dates of service and the total amount due for all service provided during the month. AGENCY may use invoice provided in attachment 2. Invoices shall be submitted electronically to:

[BHAP@co.clackamas.or.us](mailto:BHAP@co.clackamas.or.us)

When submitting electronically, designate AGENCY name and contract #7228 in the subject of the e-mail.

**ATTACHMENT 1  
 BUDGET**

**Catholic Community Services of Western Washington**

**ED Crisis Stabilization and Diversion**

**Direct Service Expenses**

	FTE	Monthly basis	1 month	12 months
Supervisor/Liaison	0.15	\$ 4,667	\$ 700	\$ 8,400
Clinician	1.00	\$ 3,833	\$ 3,833	\$ 46,000
QMHA (2 hours/week)	0.05	\$ 2,438	\$ 122	\$ 1,463
Psychiatry (4 hours/week)		\$ 3,813	\$ 3,813	\$ 45,760
Benefits & Taxes.			<u>\$ 1,397</u>	<u>\$ 16,759</u>
<b>Sub-total: Personnel Costs</b>	<b>1.20</b>		<b>9,865.10</b>	<b>118,381.25</b>

**Other Direct Program Expenses**

Fixed Salary (QI, Ops, MIS, Fiscal, Etc.)			\$ 592	\$ 7,103
Fixed Employee Benefits			\$ 112	\$ 1,350
Fixed Payroll Taxes			\$ 65	\$ 781
Mileage			\$ 600	\$ 7,200
Professional / Corporate Fees			\$ 500	\$ 6,000
Supplies / Postage			\$ 30	\$ 360
Furniture, Fixtures & Equip			\$ 48	\$ 576
Telephone/Communication			\$ 144	\$ 1,728
Occupancy-Rent/Leases			\$ 450	\$ 5,400
Occupancy-Utilities/Other			\$ 200	\$ 2,400
Repairs & Maintenance			\$ 50	\$ 600
Conferences & Trainings			\$ 50	\$ 600
Shared Indirect: Facilities & Tech			\$ 200	\$ 2,400
Printing & Publications			\$ 30	\$ 360
Flex Funds (safety supplies, specific assistance)			\$ 500	\$ 6,000
<b>Sub-total: Other Direct Costs</b>			<b>\$ 3,571</b>	<b>\$ 42,858</b>

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<b>Fixed Totals/Capacity Payment Basis</b>			<b>\$ 13,437</b>	<b>\$ 161,239</b>
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ATTACHMENT 2  
**INVOICE**

Date: \_\_\_\_\_  
 Program: \_\_\_\_\_

**Company Name**  
 Address:  
 City, State, Zip Code  
 Phone: (XXX) XXX-XXXX

**To:** Clackamas County Behavioral Health Division  
 Attention: Accounts Payable  
 2051 Kaen Road, # 154  
 Oregon City, Oregon 97045  
 Direct Line: (503) 742-5324  
 Fax: (503)742-5312

Submit electronically to:  
[BHAP@co.clackamas.or.us](mailto:BHAP@co.clackamas.or.us)

**Contract # XXXX**

Month Service Provided
Month-Year

DATES OF SERVICE	SERVICE DESCRIPTION	LINE TOTAL
		\$

**FOR COUNTY USE ONLY**

Check Handling <input type="checkbox"/> Mail <input type="checkbox"/> RTD <input type="checkbox"/> Attachment					
Amount	Fund	Org	Program	GL Acct	Project #
Total Payment					
Mgr Approval: _____					
Please return to BH AP, Suite 154					