



Contract Review Sheet

HE-5096-22 (1)

Contract for Services #: HE-5096-22 Amendment #: 1

Contact: Meuy Saechao Department: Health and Human Services

Phone #: (503) 584-4897 Date Sent: _____

Title: BHRN Substance Use Treatment Community Based Organizations (CBO)

Contractor's Name: SOARING HEIGHTS RECOVERY HOMES

Term - Date From: December 27, 2022 Expires: June 30, 2024

Original Contract Amount: \$ 77,972.00 Previous Amendments Amount: _____

Current Amendment: \$ 38,986.00 New Contract Total: \$ 116,958.00 Amd% 50%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# HE1158-22

Description of Services or Grant Award

Pursuant to the Behavioral Health Resource Network (BHRN) Grant Agreement #176751 with Oregon Health Authority, Contractor will provide substance use disorder services to clients residing in Marion County, ensuring Marion County residents have access to BHRN network resources regardless of ongoing use.

Amend 1 adds funds to cover the remaining current term through June 30, 2024.

Desired BOC Session Date: 3/13/2024 Files submitted in CMS for Approval: 2/7/2024

Agenda Planning Date: 2/29/2024 Printed packets due in Finance: 2/27/2024

Management Update: 2/20/2024 BOC upload / Board Session email: 2/28/2024

BOC Session Presenter(s) Carol Heard

FOR FINANCE USE

Date Finance Received: 2/8/2024 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:

 D1FCCAACCB14CB...
2/8/2024
 Finance - Contracts Date

DocuSigned by:

 58191FB1DB94499...
2/22/2024
 Contract Specialist Date

DocuSigned by:

 60C98A6F708240B...
2/13/2024
 Legal Counsel Date

DocuSigned by:

 1E984034585E453...
2/21/2024
 Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Mar 13, 2024
Department: Health and Human Services

Title: Soaring Heights Recovery Homes (HE-5096-22)-Amendment One

Agenda Planning Date: Feb 29, 2024 Management Update/Work Session Date: Feb 20, 2024 Audio/Visual aids []

Time Required: 10 Contact: Meuy Saechao Phone: 503-584-4897

Requested Action: Marion County Health and Human Services (MCHHS) recommends approval of amendment one for Soaring Heights Recovery Homes

Issue, Description & Background: Pursuant to the Behavioral Health Resource Network (BHRN) Grant, Contractor will provide substance use disorder services to clients residing in Marion County. Ensuring Marion County residents have access to BHRN network resources regardless of ongoing use. Amend One- Add funds, \$38,986.00. Total not to exceed contract amount \$116,958.00

Financial Impacts: Health & Human Services anticipates no financial impact to other departments.

Impacts to Department & External Agencies: N/A

List of attachments: Request for Authorization to amend contract over 25% Soaring Heights Recovery Homes (HE-5096-22)-Amendment One

Presenter: Carol Heard

Department Head Signature:

DocuSigned by: Ryan Matthews 7D28A787656E458

REQUEST FOR AUTHORIZATION OF CONTRACT HE-5096-22

Date: Jan 11, 2024
To: Chief Administrative Officer
Cc: Contract File
From: Meuy Saechao

I. Subject: Amendment Exceeds 25%

DIPS CODE: 190-25-21-211-2282-525999-000000-000

Budget Authority: Yes No

CIP: N/A

The Marion County Health and Human Services (MCHHS) is requesting approval to amend a contract solicited under section 20 of the Marion County Public Contracting Rules. The contract is with Soaring Heights Recovery Homes for Behavioral Health Resource Network (BHRN) Substance Use Treatment Community Based Organizations (CBO) with a value of \$77,972.00. An additional \$38,986.00 will be added to the contract for a new contract total of \$116,958.00 upon approval.

A. BACKGROUND

Contract HE-5096-22 with Soaring Heights Recovery Homes was awarded from a formal competitive process conducted by MCHHS to select multiple contractors to provide services for the Behavioral Health Resource Network (BHRN) Substance Use Treatment Community Based Organizations (CBO). The funds for these contracts are provided through Grant Agreement #176751 with Oregon Health Authority which was recently extended through June 30, 2025 with additional funds.

B. CURRENT AMENDMENT PURPOSE

MCHHS is requesting to amend this contract to add funds of \$38,986.00 to continue to pay the contractor to provide services to the end of June 30, 2024.

C. JUSTIFICATION

For formal procurements, indicate why the need for adding more than 25% of the total contract cost:

Amending additional funds to Soaring Heights Recovery Homes will ensure that services continue throughout the term of the contract.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? Yes No
2. If yes, amount \$116,958.00 Program / Account 190-25-21-211-2282-525999-000000-000
3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:
 - a. Amount: \$ _____
 - b. Managed with anticipated savings– explain why and from what costing:


 - c. Will require a supplemental budget request – provide the expected funding source and costing:
 - i. Funding Source: _____
 - ii. Costing: _____

Submitted by:

DocuSigned by:

 58191FB1DB94499...
 Meuy Saechao
 Health and Human Services

Reviewed by:


DocuSigned by:

 D1ECCAACCCDB14CB...
 Contracts & Procurement

Acknowledged by:

DocuSigned by:

 7D28A787656F458...
 Department Head

Acknowledged by:

DocuSigned by:

 1E984034585E453...
 Jan Fritz, CAO



Marion County
OREGON

AMENDMENT 1 to HE-5096-22
the CONTRACT FOR SERVICES
between

MARION COUNTY and SOARING HEIGHTS RECOVERY HOMES

This is Amendment No. 1 to the Contract for Services (as amended from time to time, the “Contract”), dated December 27, 2022, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Soaring Heights Recovery Homes, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strike through~~):

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is ~~\$77,972.00~~ \$116,958.00.

EXHIBIT A
STATEMENT OF WORK

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is ~~\$77,972.00~~ \$116,958.00.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  2/8/2024
DocuSigned by:
7D28A787656F458...
Ryan Matthews, Administrator Date

Authorized Signature:  2/21/2024
DocuSigned by:
1E984034585E453...
Chief Administrative Officer Date

Reviewed by Signature:  2/13/2024
DocuSigned by:
60C98A6F708240B...
Marion County Legal Counsel Date

Reviewed by Signature:  2/8/2024
DocuSigned by:
D1FCCAACDB14CB...
Marion County Contracts & Procurement Date

SOARING HEIGHTS RECOVERY HOMES SIGNATURE

Authorized Signature: _____ Date

Title: _____

**MARION COUNTY
CONTRACT FOR SERVICES
HE-5096-22**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Soaring Heights Recovery Homes, hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the “Work”).

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on June 30, 2024. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond December 31, 2025.

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$77,972.00. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county’s payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

3. COMPLIANCE WITH STATUTES AND RULES

- A. County and the Contractor agree to comply with the provisions of this contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract

upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION

- A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

- A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS

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

11. CONFIDENTIALITY OF RECORDS

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

- A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR

- A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD-PARTY BENEFICIARIES

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

- B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE

- A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:
 - i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers'

compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County** **Not required by County.**
 \$1,000,000 Per occurrence limit for any single claimant; and
 \$2,000,000 Per occurrence limit for multiple claimants
 Exclusion Approved by Risk Manager

- iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by County** **Not required by County.**
 \$2,000,000 Per occurrence limit for any single claimant; and
 \$5,000,000 Per occurrence limit for multiple claimants
 Exclusion Approved by Information Technology Director and Risk Manager

- iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County** **Not required by County.**

Minimum Limits:

- \$1,000,000 Per occurrence limit for any single claimant; and
 \$2,000,000 Per occurrence limit for multiple claimants
 Exclusion Approved by Risk Manager
 \$500,000 Per occurrence limit for any single claimant
 \$1,000,000 Per occurrence limit for multiple claimant

- v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County** **Not required by County.**

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

24. NOTICE

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

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Soaring Heights Recovery Homes
Eric Rasor, President
PO BOX 20614
Keizer, OR 97307
Email: eric@soaringheights.life
Phone#: 971-719-4963

To County

Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
Fax No. 503-588-5237

25. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that 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.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

MARION COUNTY SIGNATURES:

Authorized Signature:  12/22/2022
DocuSigned by:
7D28A787656F458...

Ryan Matthews, Administrator Date

Authorized Signature:  12/22/2022
DocuSigned by:
F85C433B521540F...

Carol Heard, Departmental Division Director Date

Authorized Signature:  12/27/2022
DocuSigned by:
DC16351248DE4EC...

Chief Administrative Officer Date

Reviewed by Signature:  12/27/2022
DocuSigned by:
D0CFC5B04B9F483...

Marion County Legal Counsel Date

Reviewed by Signature:  12/22/2022
DocuSigned by:
E4592AF8CAA542C...

Marion County Contracts & Procurement Date

Fund Verification Service Code: 190-25-21-211-2282-525999-000000-000

SOARING HEIGHTS RECOVERY HOMES SIGNATURE:

Authorized Signature:  12/27/2022
DocuSigned by:
E53F9A888EF3471...

Date

Print: Eric Rasor

Title: Executive Director

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

- A. **GENERAL INFORMATION.** Pursuant to the Behavioral Health Resource Network (BHRN) Grant, Contractor will provide substance use disorder services to clients residing in Marion County. Ensuring Marion County residents have access to BHRN network resources regardless of ongoing use.

- B. **REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**
 - 1. **Supportive Services:** Contractor shall provide a holistic approach in assisting individual with substance use disorder to identify and utilize appropriate services. These supports shall be culturally appropriate to the individual.

 - 2. **Community Outreach:** Contractor shall assign 0.4 FTE qualified staff to serve as Community Outreach Coordinator/peer support to assist individuals with substance use disorder and shall include, identification of appropriate services, referral to BHRN and other community partners, as well as follow up with individuals residing in Soaring Heights Recovery Homes.

 - 3. **Outreach and Education:** Contractor shall participate in outreach which helps educate and inform the community of substance use disorder resources.

 - 4. **Oversight:** Contractor shall assign 0.5 FTE Executive Director to oversee activities and tasks which promote the access and awareness of substance use services and promote activities to support Soaring Heights Recovery Homes ongoing needs.

 - 5. **Reporting:** Reports from the previous quarter shall be due the first day of the 2nd month following the quarter end. Thereby for the quarter ending December 31st 2022, the report shall be due February 1st 2023. Subsequent reports shall follow this schedule. No identifying information should be included in any reporting.

 - 6. **Data Reporting and Requirements:** The Contractor agrees to follow the Measure 110 BHRN Organization Data Reporting Requirements accordance with the (Attachment A), incorporated herein.
 - i. Number of clients with substance use disorders receiving services

 - ii. Average duration of participation and client outcomes

 - iii. Number of individuals reached through outreach

 - iv. The number of individuals seeking assistance who are denied or not connected with substance use disorder treatment or other services, and the reason for denial

 - v. Demographic data on clients served, including self-reported demographic data on race, ethnicity, gender and age in accordance with OAR 943 Division 070

- vi. Number of incoming referrals and which agency has referred them or clients who are self-referred
 - vii. Outgoing referrals and which BHRN partners or community organizations they were referred to
 - viii. Were clients able to access services once referred, if unable to receive services were additional referrals made
 - ix. Data on client substance use indicating which types of substances an individual has struggled with. (This data to be collected, when possible, but should not hinder a clients access to service)
7. Contact Person: The county designates the individual below as the contact person under this contract. All reports and communications regarding performance of services shall be sent to the individual below, unless a new contact person is specified.

Leanna Linville
BHRN Coordinator
llinville@co.marion.or.us
503-576-2174

- C. SPECIAL REQUIREMENTS. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$77,972.00.

- A. METHOD OF PAYMENT FOR SERVICES: County shall pay Contractor \$77,972.00 for completing all Services and delivering all Goods required under this Contract.
- B. BASIS OF PAYMENT FOR SERVICES. County shall pay Contractor 25% of the contract amount totaling an initial payment of \$19,493.00 in advance, with the remainder of the funds to be dispersed in quarterly payments of \$14,619.75, upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.
- C. EXPENSE REIMBURSEMENT. County will not reimburse Contractor for any expenses under this Contract.

- D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

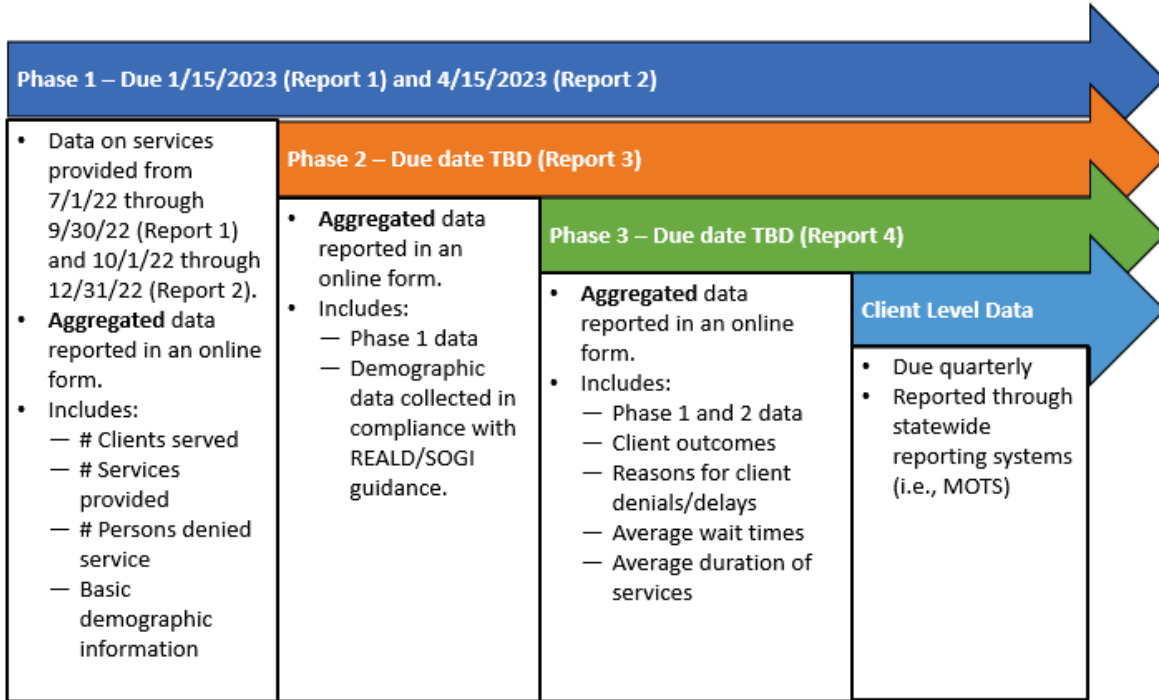
- E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Marion County Health and Human Services
Email: HealthAP@co.marion.or.us
3180 Center ST NE
Salem, OR 97301

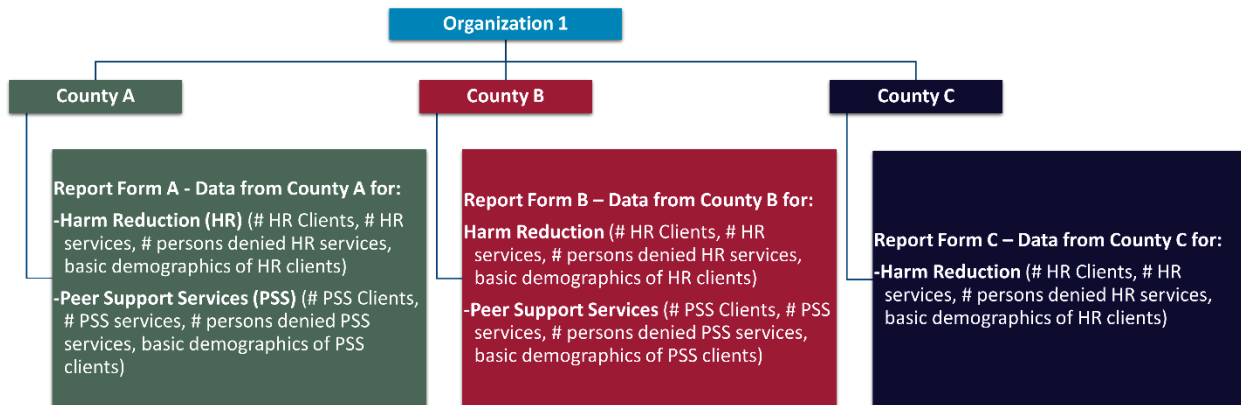
Attachment A

Measure 110 BHRN Organization Data Reporting Requirements

Measure 110 data will be collected in a phased approach as described [here](#) in the initial Data Reporting Language section on the [Measure 110 website](#). The timeline for reporting and the data requirements for each phase are shown below.



During Phases 1-3, organizations will submit data using an online report form provided by OHA. Organizations will need to complete the phased data reporting requirements for each county and each service type they provide. Organizations will need to complete a separate report form for each county in which they received funding (see example below).



Phase 1 reporting example: In the example above, Organization 1 provides services in three different

counties. In Counties A and B, it provides Harm Reduction and Peer Support services. In County C, it provides Harm Reduction services only. Organization 1 will need to complete 3 forms. In Report Forms A and B, the data will need to be separated by service type (Harm Reduction and Peer Support).

The framework for the Phase 1 data collection form is shown below. For additional information on how to complete each data element below, see Appendix 1 – Data Legend.

EXAMPLE REPORT FORM

Please complete the following report form for the services you provide within your BHRN under Measure 110. Refer to the accompanying Data Legend for additional instructions on how to complete each item on the form.

Organization Information

1. County of service
2. Organization name
3. Reporting period
4. Contact information for person completing this form:
Name:
Email:
5. Types of services provided for the BHRN under Measure 110
 - Health Screening administration
 - Comprehensive Health Assessment administration
 - Individual Intervention Planning and Case Management
 - Harm Reduction Services
 - Peer Support Services
 - SUD Treatment
 - Supportive Housing
 - Supportive Employment

Answer(s) provided above in Question 5 determine which service type(s) an organization will report on. Organizations will fill out the following questions (6-11) for each service type(s) selected above.

Service Details (This example is specific to Harm Reduction Services, but the following questions will need to be answered for each service type provided)

6. For this reporting period, enter the number of unique clients your organization served in the area of harm reduction.
7. For this reporting period, enter the number of services your organization provided in the area of harm reduction.

8. For this reporting period, enter the number of individuals who were denied or not connected to services by your organization in the area of harm reduction.

Client Demographic Information

9. For this reporting period, enter the number of clients who reported the following races or ethnicities. Please provide numerical values for each category.

Hispanic and Latino/a/x:

Native Hawaiian and Pacific Islander:

White:

American Indian and Alaskan Native:

Black and African American:

Middle Eastern/North African:

Asian

2 or more races:

Other:

Unknown:

10. For this reporting period, enter the number of clients your organization provided harm reduction services to in each of the following age groups.

0-11 years:

12-17 years:

18-25 years:

26-64 years:

65+ years:

Unknown:

11. For this reporting period, enter the number of harm reduction clients who reported the following gender identities.

Woman/Girl:

Man/Boy:

Non-Binary:

Questioning:

Two-spirit:

Not listed:

Did not know:

Did not want to answer:

Did not know what was being asked:

Unknown:

12. Optional: Please describe any successes within your organization in the area of Harm Reduction.

13. Optional: Please describe any challenges your organization experienced in the area of Harm Reduction.

Appendix 1 – Data Legend

Field:	How to use:	Type:	Field Description and additional instructions:
County of service	Select the county in which the services were provided.	Dropdown	This field identifies the county for which the services reported herein were provided. Organizations that are providing services across multiple counties will need to complete <u>separate report forms</u> for each county.
Organization name	Enter organization's name as recorded on the grant agreement and MOU.	Dropdown	This field is used to identify the reporting organization.
Reporting period	Select the reporting period represented by the data.	Dropdown	This field is used to determine the reporting period for the data submitted in the report.
Name of person	Enter the name of the person who is completing the form.	Text	This field is collected as a point of contact for any follow-up questions on the reported data. Format: Text
Email contact	Enter the best email address for contacting the organization about the reported data.	Text	This field is collected to provide OHA with the best email address for any follow-up communications regarding the data submitted through the report form. Format: Text
Type(s) of services provided	Select all service types provided for the BHRN.	Checkbox	This field identifies the types of services an organization provides under Measure 110 funding. This question will determine which of the following sections are completed by each organization. The remaining questions will need to be completed for each type of service selected.
Number of Clients	Enter the total number of unique clients provided with a given service type.	Whole Number	This field is used to collect the total number of unique clients served by an organization. This field does not reflect the number of times a client received services. Format: numerical value
Number of services	Enter the total number of visits where services were provided (i.e., if one patient is seen 5 times, they would account for 5 services and 1 unique client).	Whole Number	This field is used to collect the total number of visits where a client received services. Examples of services for each area are provided below. The list is not meant to be all-inclusive, and it is possible that an organization will provide and report on additional applicable services. Format: numerical value Examples: <ul style="list-style-type: none"> • Harm reduction services: Infectious disease testing (e.g., HIV, HCV), referrals to

			<p>testing/treatment/other services, needle exchange, naloxone distribution, educational outreach, substance purity assessment, distribution of other materials/supplies.</p> <ul style="list-style-type: none"> • Supportive housing: Assistance with housing paperwork/applications (e.g., Sect 8 vouchers), housing assistance, case management, housing placement, rental assistance, temporary housing vouchers. • Supportive employment: resume building, trainings, connections to employment, skills building, job coaching, application assistance. • SUD treatment: MAT, counseling/therapy, outpatient or inpatient services, behavioral health, crisis care, detox. • Peer Support Services: counseling, connections to services, mentoring, goal setting, resource sharing, recovery groups, education.
Number denied	Enter the total number of individuals who requested services but were denied or not connected to services.	Whole Number	This field is used to collect the total number of individuals who requested services at an organization and were denied services for any reason. Format: numerical value
Race and Ethnicity	Enter the total number of clients served who report each race or ethnicity.	Whole Number	This field is used to collect information on the reported race and ethnicity of the clients served by an organization. Total counts are required for each category. A zero may be entered if no clients were served for specific race or ethnicity option. If an option is not used when collecting data, leave the field blank. For clients who were not asked about their race or ethnicity, please use the "Unknown" category. Format: numerical value
Age	Enter the total number of clients served within each age group	Whole Number	This field is used to collect the ages of clients served by an organization. Age groups are used to facilitate the collection of this information. The total number of clients in each age group should be entered into the corresponding box. If no clients were served in a given age group, a zero may be entered in that box. If your organization does not currently collect this information, leave all the fields blank. For clients who were not asked about their age, please use the "unknown" category. Format: numerical value

Gender Identity	Enter the total number of clients who reported each type of gender identity.	Whole Number	This field is used to collect information on the gender identity of clients served by an organization. The number of clients who have reported each option should be entered into the corresponding field. If no clients reported a given option, a zero may be entered into the corresponding box. If an option is not used when collecting information, leave the field blank. If your organization does not currently collect information on gender identity, leave all the fields blank. For clients who were not asked about their gender identity, please use the “unknown” category. Format: numerical value
Successes	Describe any successes your organization would like to share.	Text	Please include any successes your organization would like to share with OHA around your services provided through Measure 110 funding.
Challenges	Describe any challenges* your organization would like to share.	Text	Please include any challenges your organization would like to share with OHA around your services provided through Measure 110 funding. *Please also use this field to describe difficulties experienced in collecting demographic data.