

Contract Review Sheet

Contract for ServicesHE-5713-24 - Am4

Title: Addiction, Treatment, and Recovery Services

Contractor's Name: Bridgeway Community Health

Department: Health and Human Services Contact: Diana Lee Adams Hill

Analyst: Chalyce MacDonald Phone #: (503) 576-4652

Term - Date From: January 1, 2024 Expires: December 31, 2025

Original Contract Amount: \$ 100,000.00 Previous Amendments Amount: \$ 566,531.94

Current Amendment: \$ 141,843.98 New Contract Total: \$ 808,375.92 Amd% 708%

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: 50-0160 Health Provider Contracts

Description of Services or Grant Award

Provision of Community Behavioral and Substance Use Disorder Services (A&D 66) delivered to youth and adults with Substance Use Disorders or youth and adults with co-occurring substance use and mental health disorders who are not eligible for Oregon Health Plan (OHP) or who otherwise do not have benefits that covers the A&D 66 Services under agreement with OHA or Local Mental Health Authority #026019-0.

Amendment 1 adds funds in the amount of \$541,531.94 and extends the term to June 30, 2025.

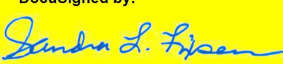
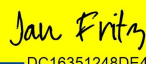
Amendment 2 adds funds in the amount of \$25,000.00 to include Adult Substance Use Disorder Residential Treatment Services (A&D 61).

Amendment 3 - Reinstatement of Contract. Extend the term to December 31, 2025.

Amendment 4 - adds funds in the amount of \$141,843.98 for Detox A&D 66, which equals a total of \$808,375.92.

Desired BOC Session Date:	<u>10/29/2025</u>	Contract should be in DocuSign by:	<u>10/8/2025</u>
Agenda Planning Date	<u>10/16/2025</u>	Printed packets due in Finance:	<u>10/14/2025</u>
Management Update	<u>10/14/2025</u>	BOC upload / Board Session email:	<u>10/15/2025</u>
BOC Session Presenter(s)	<u>Carol Heard</u>	Code:	<u>Y</u>

REQUIRED APPROVALS

DocuSigned by:  C5F72231E6F54E3... 10/10/2025 Finance - Contracts Date	DocuSigned by:  321AF7275637456... 10/16/2025 Contract Specialist Date
Signed by:  60C98A6F708240B... 10/13/2025 Legal Counsel Date	DocuSigned by:  DC16351248DE4EC... 10/16/2025 Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review FormMeeting date: October 29, 2025Department: Health & Human ServicesTitle: Bridgeway, Addiction, Treatment, & Recovery Svcs HE-5713-24Management Update/Work Session Date: October 14, 2025 Audio/Visual aids ☐Time Required: 10 Minutes Contact: Diana Lee Adams Hill Phone: 503-576-4652

Requested Action:

Approval of amendment 4 to contract with Bridgeway Community Health, adding \$141,843.98.

Issue, Description
& Background:

Provision of Community Behavioral & Substance Use Disorder Services (A&D 66) delivered to youth & adults w/Substance Use Disorders or youth & adults w/co-occurring substance use & mental health disorders who are not eligible for Oregon Health Plan (OHP) or who otherwise do not have benefits that covers the A&D 66 Services under agreement w/OHA or Local Mental Health Authority #026019-0. Amd 1 adds \$541,531.94 & extends the term to June 30, 2025. Amd 2 adds \$25,000.00 to include Adult Substance Use Disorder Residential Treatment Services (A&D 61). Amd 3 - Reinstatement of Contract. Extend the term to December 31, 2025. Amd 4 - adds \$141,843.98 for Detox A&D 66, which equals a total of \$808,375.92.

Financial Impacts:

The total financial impact is \$808,375.92.

Impacts to Department
& External Agencies:

None other than Health

List of attachments:

Contract, Amendments 1, 2, 3, 4

Presenter:

Carol Heard

Department Head
Signature:

DocuSigned by:

Ryan Matthews

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Marion County
OREGON

**AMENDMENT 4 to HE-5713-24
the CONTRACT FOR SERVICES
between**

MARION COUNTY and BRIDGEWAY COMMUNITY HEALTH

This is Amendment 4 to the Contract for Services (as amended from time to time, the “Contract”), dated January 01, 2024 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Bridgeway Community Health, hereafter called Contractor.

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

2. CONSIDERATION

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$808,375.92. ~~\$666,531.94.~~

**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 \$808,375.92. ~~\$666,531.94.~~

A. METHOD OF PAYMENT FOR SERVICES: County shall pay Contractor the approved Plan of Care monthly Service Payment rate, but not in excess of ~~\$641,531.94~~ total approved compensation, for completing all Services and delivering all Goods required under this Contract.

B. BASIS OF PAYMENT FOR SERVICES.

County shall pay as follows:

Service Element 66: Contractor will submit to County billing for services funded by the A&D 66 and A&D 61 monthly. County will submit reimbursement to Contractor upon approval of invoices.

- i. Service Element 66 – Detox
 - a. \$141,843.98 January 1 – June 30, 2024
 - b. \$283,687.96 July 1, 2024 – June 30, 2025
 - c. \$141,843.98 through December 31, 2025
- ii. Service Element 66 – Outpatient
 - a. \$72,000.00 January 1 – June 30, 2024
 - b. \$144,000.00 July 1, 2024 – June 30, 2025
- iii. Service Element 61
 - a. \$25,000 through June 30, 2025

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments 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
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:	DocuSigned by: Ryan Matthews 7D28A787656F458...	10/10/2025
	Department Director or designee	Date

Authorized Signature:	DocuSigned by: Jan Fritz DC16351248DE4EC...	10/16/2025
	Chief Administrative Officer	Date

Reviewed by Signature:	Signed by: Scott Norris 60C98A6F708240B...	10/13/2025
	Marion County Legal Counsel	Date

Reviewed by Signature:	DocuSigned by: Sandra L. Lisen C5F72231E6F54E3...	10/10/2025
	Marion County Contracts & Procurement	Date

BRIDGEWAY COMMUNITY HEALTH SIGNATURE

Authorized Signature:		Date
Title:		

REQUEST FOR AUTHORIZATION OF CONTRACT HE-5713-24

Date: September 16, 2025
To: Chief Administrative Officer
Cc: Contract File
From: Diana Lee Adams Hill

I. Subject: Reinstatement

The Marion County Health and Human Services is requesting approval to reinstate a contract as described in Section 10-0570 of the Marion County Public Contracting Rules. The contract is with Bridgeway Community Health for Addiction, Treatment, and Recovery Services with a value of \$666,531.94 and upon approval will be reinstated and in full force and effect, as if it had not expired with a new expiration date of 12/31/2025.

A. BACKGROUND

This agreement was sourced via County Procurement Rule 50-0160 for Health Provider Contracts with a value of \$100,000. Previous amendments have extended the term of the agreement and added funding to include additional programs. The original expiration date was June 30, 2025.

MCHHS is requesting to reinstate this contract so that the subcontractor may continue to provide client services for individuals with substance use disorders to align with the Intergovernmental Agreement (IGA) which has been extended with Oregon Health Authority (OHA) through December 31, 2025.

B. As required by MCPCR, a concise written statement must be submitted meeting the requirements of 10-0570(1).

This contract was not originally intended for renewal beyond its designated term. However, due to the extension of the County Financial Assistance Award (CFAA), the continuation of services outlined in this agreement remains necessary to comply with the requirements of the OHA IGA. All necessary information was not received until after the agreement had already expired, but this request is within 90 days of the expiration and meets the requirements of reinstatement rules.

This amendment ensures the continuation of essential services without disruption and brings the contract into alignment with the extended funding and programmatic expectations set forth by the CFAA and OHA IGA.

Submitted by:

DocuSigned by:

321AF7275637456...

Diana Lee Adams Hill
Health and Human Services

Reviewed by:

DocuSigned by:

C5F72231E6F54E3...

Contracts & Procurement

Acknowledged by:

DocuSigned by:

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Department Head

Acknowledged by:

DocuSigned by:

DC16351248DE4EC...

Jan Fritz, CAO



Marion County
OREGON

**AMENDMENT 3 to HE-5713-24
the CONTRACT FOR SERVICES
between**

MARION COUNTY and BRIDGEWAY COMMUNITY HEALTH

This is Amendment 3 to the Contract for Services (as amended from time to time, the "Contract"), dated January 01, 2024 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Bridgeway Community Health, hereafter called Contractor.

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

1. TERM

This Contract expires on December 31, 2025 ~~June 30, 2025~~. ~~The parties may extend the term of this Contract provided that the total Contract term does not extend beyond June 30, 2025.~~

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments 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

Authorized Signature:	DocuSigned by: <i>Ryan Matthews</i> 7D28A787656F458...	9/25/2025
	Department Director or designee	Date
Authorized Signature:	DocuSigned by: <i>Jan Fritz</i> DC16351248DE4EC...	9/29/2025
	Chief Administrative Officer	Date
Reviewed by Signature:	DocuSigned by: <i>John Pettifer</i> AFD8EB7C0923416...	9/25/2025
	Marion County Legal Counsel	Date
Reviewed by Signature:	DocuSigned by: <i>Sandra L. Lisen</i> C5F72231E6F54E3...	9/22/2025
	Marion County Contracts & Procurement	Date

BRIDGEWAY COMMUNITY HEALTH SIGNATURE

Authorized Signature:	Signed by: <i>Carlos O. Texidor Maldonado</i> 17262A908F77481...	9/30/2025
		Date
Title:	CEO	



Marion County
OREGON

**AMENDMENT 2 to HE-5713-24
the CONTRACT FOR SERVICES
between**

MARION COUNTY and BRIDGEWAY COMMUNITY HEALTH

This Amendment No. 2 to the Contract for Services (as amended from time to time, the "Contract"), dated January 1, 2024 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Bridgeway Community Health, hereafter called Contractor.

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

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$666,531.94 ~~\$641,531.94~~.

24. NOTICE

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:
Bridgeway Recovery Services, Inc.
P.O. Box 17818
Salem, OR 97305
Name: ~~Tim Murphy~~ Carlos O. Texidor Maldonado
Email: ~~tmurphy@bridgewaych.org~~
Email: ctexidormaldonado@bridgewaych.org

To County:
Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon, 97309

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE

Contractor shall perform services for the following service element:

iii. A&D 61 Adult Substance Use Disorder Residential Treatment Services are Services delivered to Individuals 18 years of age or older who are unable to live independently in the community; cannot maintain even a short period of abstinence from substance abuse; are in need of 24-hour supervision, treatment, and care; and meet the treatment placement criteria indicated in the American Society of Addiction Medication (ASAM) Level 3.1-3.7.

The purpose of A&D 61 Services is to support, stabilize, and rehabilitate Individualize and to permit them to return to independent community living. A&D 61 Services provide a structured environment for an Individual on a 24-hour basis, consistent with Level 3.1-3.7 treatment, including entry, assessment placement, service plan, service note, service record, transfer and continuity of care, co-occurring mental health substance use disorders (COD), residential substance use disorders treatment

and recovery programs, as set forth in OAR 309-018-0135 through 309-018-0160 and OAR 309-018-0170 through 309-018-0180, such as rules may be revised from time to time, as appropriate to the Individual's needs and include structured counseling, educational services, recreation services, self-help group participation services, and planning for self-directed recovery management to support the gains made during treatment. A&D 61 Services address the needs of diverse population groups within the community with special emphasis on ethnic minorities.

Providers shall have written admission policies and procedures in place for Individuals who appropriately use prescribed medications to treat addiction. Written policies and procedures must include referrals to alternate treatment resources for those not admitted to the program.

A&D 61 Services provided under this Agreement must be provided only to Individuals who are not eligible for Medicaid, who demonstrate a need for financial assistance based on an income below 200% of the current federal poverty level, and obtain insufficient healthcare coverage, including but not limited to, healthcare coverage that does not cover all of the services describes herein or are limited to a limited number of days.

iii. Providers of A&D 61 Service funded through this Agreement must comply with OAR 309-018-0135 through 309-018-0180, such as rules may be revised from time to time. Providers of A&D 61 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090.

iv. Subject to the preference for pregnant women and intravenous drug users, County and Providers of A&D 61 Services funded through this Agreement shall give priority access to such Services first to Individuals referred by the Department of Human Services and then to Individuals referred by Drug Treatment Courts from within the region. For purposes of this Service Description, "Drug Treatment Court" means any court given the responsibility pursuant to PRS 3.450 to handle cases involving substance-abusing offenders through this comprehensive supervision, drug testing, treatment services, and immediate sanctions and incentives. A&D 61 Services funded through this Agreement may be delivered to Individuals referred from any county within the State of Oregon and contiguous areas and not priority or preference shall be given to Individuals referred from any particular county, provider, or other entity.

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 \$666,531.94 \$641,531.94.

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

Authorized Signature:	DocuSigned by: <i>Ryan Matthews</i> 7D28A787666F468...	3/12/2025
	Department Director or designee	Date
Authorized Signature:	DocuSigned by: <i>Jan Fritz</i> DC16351248DE4EC...	3/14/2025
	Chief Administrative Officer	Date
Reviewed by Signature:	DocuSigned by: <i>John Pettifer</i> AED8EB7C0923416...	3/14/2025
	Marion County Legal Counsel	Date
Reviewed by Signature:	DocuSigned by: <i>Sandra L. Lisen</i> C6F72234E6F64E3...	3/12/2025
	Marion County Contracts & Procurement	Date

BRIDGEWAY COMMUNITY HEALTH SIGNATURE

Authorized Signature:	DocuSigned by: <i>Carlos O Texidor Maldonado, CEO</i> 17262A908E77481...	3/17/2025
		Date
Title:	CEO	

REQUEST FOR AUTHORIZATION OF CONTRACT HE-5713-24

Date: May 28, 2024
To: Chief Administrative Officer
Cc: Contract File
From: Lyndsie Schwarz

I. Subject: Amendment Exceeds 25%

DIPS CODE: 190-25-21-216-2177-525295-000000-000 (Outpatient); 190-25-25-251-2263-525295-000000-000 (Outpatient)

Budget Authority: ☒ Yes ☐ No, [indicate why if No]

CIP: N/A

Marion County Health and Human Services (MCHHS) is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Bridgeway Community Health for Addiction, Treatment, and Recovery Services with a value of \$100,000.00 and an additional \$541,531.94 will be added to the contract for a new contract total of \$641,531.94 upon approval.

A. BACKGROUND

MCHHS is requesting to add funds to this contract so that the subcontractor can continue to provide services to align with Intergovernmental Agreement (IGA) #026019-0. The IGA was retroactive to January 1, 2024, and was executed on March 27, 2024. This contract is for the provision of the Community Mental Health Program (CMHP) for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, or alcohol abuse problems in a specific geographic area of the state under an agreement with OHA or Local Mental Health Authority #026019-0. Service Element includes Alcohol & Drug (A&D) 66 Community Behavioral Substance Use Disorder Services.

B. CURRENT AMENDMENT PURPOSE

Amendment 1: Adds funds to Service Element for A&D 66 in the amount of \$541,531.94, extends term, and aligns contract with IGA #026019-0. This amount was not included in the original contract due to delays in execution of the IGA#026019-0.

C. JUSTIFICATION

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

In alignment with state IGA#026019-0, MCHHS is continuing to subcontract for health provider services provided by Bridgeway Community Health for A&D 66 Community Behavioral and Substance Use Disorder Services.

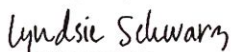
D. BUDGET IMPACTS

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 \$541,531.94 Program / Account 2177 & 2263 Acct#: 525295
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:



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Lyndsie Schwarz
Health and Human Services

Reviewed by:

DocuSigned by:



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Contracts & Procurement

Acknowledged by:

DocuSigned by:

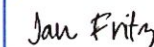


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Department Head

Acknowledged by:

DocuSigned by:



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Jan Fritz, CAO



Marion County
OREGON

**AMENDMENT 1 to HE-5713-24
the CONTRACT FOR SERVICES
between**

MARION COUNTY and BRIDGEWAY COMMUNITY HEALTH

This Amendment No. 1 to the Contract for Services (as amended from time to time, the "Contract"), dated January 1, 2024 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Bridgeway Community Health (formerly known as Bridgeway Recovery Service, Inc.), hereafter called Contractor.

RECITALS

WHEREAS this Contract is established pursuant to Oregon Revised Statutes (ORS) 279A.025 and Marion County Public Contracting Rule (MCPCR) 50-0160 and is a direct award to Bridgeway Community Health.

WHEREAS Amendment 1 adds funds in the amount of \$541,531.94, modifies the contract to be funded with federal funds, and adds language to the Statement of Work to align with the funds and reporting requirements.

The Contract is hereby amended as follows:

Exhibit B (County Special Terms and Conditions) is hereby deleted and replaced in its entirety with the revised Exhibit B (County Special Terms and Conditions) attached hereto and incorporated by reference herein.

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

1. TERM.

This Contract is retroactive to January 1, 2024, after signed by all parties and all required County approvals have been obtained. This Contract expires on June 30, 2025~~June 30, 2024~~. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond June 30, 2026~~June 30, 2025~~.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$641,531.94~~\$100,000.00~~. 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.

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)

Assistance Listing Number (ALN) #(s) of federal funds to be paid through this Grant: 93.959

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall perform services for the following service element:

- i. A&D 66 Community Behavioral and Substance use Disorder Services are services delivered to youth and adults with Substance Use Disorders or to youth and adults with co-occurring substance use and mental health disorders. These Services shall be provided to Individuals who are not eligible for Oregon Health Plan (OHP) or who otherwise do not have a benefit that covers A&D 66 Services. The purpose of A&D 66 Services is to build upon resilience, assist Individuals to make healthier lifestyle choices, and to promote recovery from Substance Use Disorders. A&D Services consist of outreach (case finding), early identification and screening, assessment and diagnosis, initiation and engagement, therapeutic interventions, continuity of care, recovery management, and Interim Services. These services shall be provided in accordance with Exhibit B; County Special Terms and Conditions.
- a. Outpatient Services: These funds must result in the delivery of A&D 66 Services to a minimum of 180 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2024. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$1,200.00 per individual.
 - i. 60 unduplicated individuals - January 1, 2024 – June 30, 2024
 - ii. 120 unduplicated individuals - July 1, 2024 – June 30, 2025
- b. Detox: These funds must result in the delivery of A&D 66 Services to a minimum of 124 unduplicated individuals receiving Detox Services and enrolled in the MOTS system on or after January 1, 2024. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$3,400.00 per individual.
 - i. 41 unduplicated individuals January 1, 2024 – June 30- 2024
 - ii. 83 unduplicated individuals July 1, 2024 – June 30, 2025
- ii. Reporting Requirement for MOTS
All Individuals receiving Services under Service Element(s) A&D 61, 62, 63, 64, 66, 67, and/or

MHS 01, 04, 05, 09, 13, 15, 20, 25, 25A, 26, 27, 28, 30, 34, 35, 36, 38, 39 with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located, at: <https://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as follows:

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

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs shall all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor or a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

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

If there are any questions, contact MOTS Support at MOTS.Support@odhsoha.oregon.gov.

C. CONTRACT DOCUMENTS, ORDER OF PRECEDENCE.

This Contract consists of the following documents, which are listed in descending order of precedence herein attached and incorporated.

- Exhibit A: Statement of Work
- Exhibit B: County Special Terms and Conditions
- Exhibit C: Criminal History Check Assurance
- Exhibit D: Appendix II Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- Exhibit E: A&D 66 Service Description
- Addendum No.1: Health Insurance Portability and Accountability Act Business Associate Contract Insurance Certificates

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 \$641,531.94 ~~\$100,000.00~~.

A. METHOD OF PAYMENT FOR SERVICES: County shall pay Contractor the approved Plan of Care monthly Service Payment rate but not in excess of \$641,531.94 ~~\$100,000.00~~ for completing all Services and delivering all Goods required under this Contract.

B. BASIS OF PAYMENT FOR SERVICES. Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments 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.

County shall pay as follows:

~~3-~~Service Element 66: Contractor will submit to County billing for services funded by the A&D 66 monthly. County will submit reimbursement to Contractor upon approval of invoices.

i. Service Element 66 – Detox

a. \$141,843.98 January 1 – June 30, 2024

b. \$283,687.96 July 1, 2024 – June 30, 2025

ii. Service Element 66 – Outpatient

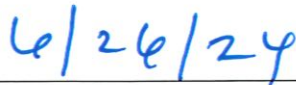
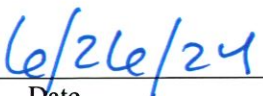
a. \$72,000.00 January 1 – June 30, 2024

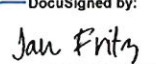
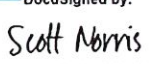
b. \$144,000.00 July 1, 2024 – June 30, 2025

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.

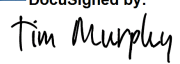
---Signatures on following page--

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

	
Chair	Date
	
Commissioner	Date
	
Commissioner	Date

Authorized Signature:	 DocuSigned by: 7D28A707666F458...	5/31/2024
	Ryan Matthews, Administrator	Date
Authorized Signature:	 DocuSigned by: 1E984034585E453...	6/3/2024
	Chief Administrative Officer	Date
Reviewed by Signature:	 DocuSigned by: 60E98A6F700246B...	5/31/2024
	Marion County Legal Counsel	Date
Reviewed by Signature:	 DocuSigned by: E4592AF8CAA542C...	5/31/2024
	Marion County Contracts & Procurement	Date

BRIDGEWAY COMMUNITY HEALTH SIGNATURE

Authorized Signature:	 DocuSigned by: 17705519D9F4498...	6/28/2024
		Date
Title: CEO		

**EXHIBIT B
COUNTY SPECIAL TERMS AND CONDITIONS**

- 1. Contractor shall comply with the following requirements:**
 - A. 42 CFR Part 489, Subpart 1 OBRA 1990, Patient Self-Determination Act and**
 - B. Oregon Revised Statute (ORS) 127**
- 2. Contractor shall comply with ORS 430.735 through 430.765 and Oregon Administrative Rule (OAR) 309-040-0200 through 309-040-0290.**
- 3. Contractor shall maintain medical records for seven years and make available to County upon request.**
- 4. Contractor shall comply with Exhibit E - A&D 66 Service Description.**

EXHIBIT D
APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours

worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- See §200.322 Domestic preference for procurements.

- Audit Requirements of 2 CFR §200.5XX (Subpart F)

- Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

- If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to County within 30 days of completion.
- Subrecipient must save, protect and hold harmless County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and County.
- System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to County) the unique entity identifier required for SAM registration.
- Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to County. County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Subrecipient must agree to provide or make available such records to County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.
- Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age

Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.

- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

- Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Exhibit E A&D 66 Service Description

Service Name: **COMMUNITY BEHAVIORAL AND SUBSTANCE USE DISORDER SERVICES**

Service ID Code: **A&D 66**

(1) **Service Description**

- (a) Community Behavioral and Substance Use Disorder Services (A&D 66 Services) are Services delivered to youth and adults with Substance Use Disorders or to youth and adults with co-occurring substance use and mental health disorders. These Services shall be provided to Individuals who are not eligible for the Oregon Health Plan (OHP) or who otherwise do not have a benefit that covers the A&D 66 Services described in this Service Description.

The purpose of A&D 66 Services is to build upon resilience, assist Individuals to make healthier lifestyle choices, and to promote recovery from Substance Use Disorders. A&D 66 Services consist of outreach (case finding), early identification and screening, assessment and diagnosis, initiation and engagement, therapeutic interventions, continuity of care, recovery management, and Interim Services.

- (b) It is required that pregnant women receive Interim Services within 48 hours after being placed on a waitlist. At a minimum, 45 CFR §96.121 requires that Interim Services include the following:
- i. Counseling and education about HIV and tuberculosis (TB);
 - ii. Risks of sharing needles;
 - iii. Risks of transmission to sexual partners and infants;
 - iv. Steps to ensure that HIV and TB transmission does not occur;
 - v. Referral for HIV or TB treatment services, if necessary;
 - vi. Counseling on the effects of alcohol and drug use on the fetus; and
 - vii. Referral for prenatal care.
- (c) A&D 66 Services must be evidence-based or promising practices. Services may be reduced commensurate with reductions in funding by OHA. County shall provide the following Services, subject to availability of funds:
- i. Assessment and Diagnosis: Perform multidimensional, biopsychosocial assessments as appropriate based on OAR 309-018-0140 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions. Identify Individuals who need intensive care coordination. Use the following standardized protocols and tools to identify the level of Service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language:

- A. American Society of Addiction Medicine (ASAM) for Individuals receiving Substance Use Disorder Services.
 - B. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services, and Intensive Community Services. “**Intensive Community Services**” are defined as assertive community treatment, intensive case management, and supported or supportive housing.
 - C. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument (ECSII) for children receiving services with “Intensive Outpatient Services and Supports” or “Intensive Treatment Services,” as defined in OAR 309-022-0105(45) and 309-022-0105(46), respectively.
- ii. Initiation and Engagement: Promote initiation and engagement of Individuals receiving Services and supports, which may include but are not limited to:
 - A. Brief motivational counseling;
 - B. Supportive Services to facilitate participation in ongoing treatment; and Withdrawal management for Substance Use Disorders and supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal following assessment.
- iii. Therapeutic Interventions:
General community-based Services, which may include:
 - A. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the Individual;
 - B. General outpatient Services;
 - C. Medication management for:
 - I. Mental health disorders (when providing Services for Individuals with co-occurring mental and Substance Use Disorders).
 - II. Substance Use Disorders:
 - (A) Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence, or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to Services for Individuals using medications to treat and manage addictions.

- ## (2) Performance Requirements

- Page 3 of 220
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- DOJ Approval 12/21/2023

- (b) The quality of A&D 66 Services supported with financial assistance through this Agreement will be measured in accordance with the criteria set forth below. These criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which financial assistance is awarded through this Agreement. County shall develop and implement quality assurance and quality improvement processes to improve progressively, as measured by the criteria set forth below, the quality of Services supported with financial assistance awarded through this Agreement. OHA may assign performance payments to some or all of these standards and measures and may recommend additional actions to improve quality.
- i. **Access:** Access is measured by OHA as the percentage of residents estimated by OHA surveys to need treatment who are enrolled in A&D 66 Services.
 - ii. **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior 60-calendar days.”
 - iii. **Engagement:** Engagement is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who enter treatment following positive assessment.
 - iv. **Treatment Service Retention:** Treatment Service retention is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who are actively engaged in treatment for 90 consecutive calendar days or more.
 - v. **Reduced Use:** Reduced use is measured by OHA as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system, upon planned interruption in Services or 90 calendar day retention, whichever comes first.
 - vi. **Completion:** Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment Services are terminated.
 - vii. **Hospital and Facility-Based Readmission rates:** Hospital and facility-based readmission rates are measured by the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges.
 - viii. **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Service, Child Welfare Program’s involvement.

- ix. **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** The 4 functional outcome measures that will be monitored by OHA and reported to the County are as follows:
- A. Housing Status: If improved housing status is a goal of treatment or an Individual is homeless or in a licensed care facility, this measure will be monitored. This measure is defined as the number of Individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of Individuals with a goal to improve housing.
 - B. Employment Status: If employment is a goal of treatment, this measure will be monitored. This measure is defined as the number of Individuals who become employed, as indicated by a change in employment status, against the number of Individuals with a goal of becoming employed.
 - C. School Performance: If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of Individuals who improve attendance in school while in active treatment against the total number of Individuals with a goal of improved attendance in school.
 - D. Criminal Justice Involvement: This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after 1 day or more of active treatment or 2 consecutive quarters (whichever comes first) against the total number of Individuals referred for Services by the justice system.

REQUEST FOR AUTHORIZATION OF CONTRACT HE-5713-24

Date: March 1, 2024
To: Chief Administrative Officer
Cc: Contract File
From: Lyndsie Schwarz

I. Subject: Retroactive

Marion County Health and Human Services (MCHHS) is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Bridgeway Recovery Services, Inc. for Addiction, Treatment, and Recovery Services. Subcontractor for the Delivery of Services with a value of \$100,000.00 and will be effective retroactive to 1/1/2024 upon approval.

A. BACKGROUND

MCHHS is requesting to make this contract retroactive so that the subcontractor can continue to provide client services for individuals with mental or emotional disturbances, drug abuse, or alcohol abuse problems to align with Intergovernmental Agreement (IGA) that is under County review.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

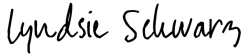
In accordance with state Oregon Health Authority (OHA) IGA the County did not receive a signed, executed contract in time to process the contract with Bridgeway Recovery Service, Inc. The state IGA is currently under County review.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

It is the goal of the MCHHS to follow up with all necessary departments and contractors as part of the contract review and drafting process. County is pursuing special procurement contracting options to avoid lapses in services provided to the community and payments made Contractors due to state IGA negotiations and execution.

---Signatures on following page---

Submitted by:

DocuSigned by:

B84A939FCD02458...
Lyndsie Schwarz
Health and Human Services

Reviewed by:

DocuSigned by:

E4592AF8CAA542C...
Contracts & Procurement

Acknowledged by:

DocuSigned by:

7D28A787656F458...
Department Head

Acknowledged by:

DocuSigned by:

1E984634585E453...
Jan Fritz, CAO

**MARION COUNTY
CONTRACT FOR SERVICES
HE-5713-24**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Bridgeway Recovery Services, Inc., a Nonprofit hereinafter called Contractor.

RECITALS

WHEREAS this Contract is established pursuant to Oregon Revised Statutes (ORS) 279A.025 and Marion County Public Contracting Rule (MCPCR) 50.0160 and is a direct award to Bridgeway Recovery Services, Inc.

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

ORS 430.610(4) and 430.640(1) authorize Oregon Health Authority "OHA" to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties.

This contract between the County and the Contractor is subject to the availability of local, state, and federal funds, special conditions and required provisions of Intergovernmental Agreement (IGA) between the County and OHA which is incorporated herein by this reference.

Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to Contractor's obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.\

1. TERM

This Contract is retroactive to January 1, 2024, after 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 June 30, 2025.

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$100,000.00**. 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 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 Contractor. Failure of Contractor or 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 28. 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 28.C 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 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. 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 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 County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of 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 County in excess of authorized expenditures shall be deducted from future payments or refunded to 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 County. Repayment of prior period obligations shall be made to County in a manner agreed on.

9. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by 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 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 County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of 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 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 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 County, 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 Contractor due to a breach by County, then County shall pay 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 County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

15. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out 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 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 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 County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of 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 Contractor, 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 Contractor shall pay to County the amount of the reasonable excess.

- B. In addition to the remedies in sections 13 and 14 for a breach by 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 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 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 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 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 email set forth below or to such other addresses or emails 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:

Bridgeway Recovery Services, Inc.

P.O Box 17818

Salem, OR 97305

Name: Tim Murphy

Email: tmurphy@bridgewayrecovery.com

To County

Contracts and Procurement Manager

PO_Contracts@co.marion.or.us

555 Court Street NE, Suite 5232

P.O. Box 14500

Salem, Oregon 97309

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. AMENDMENTS

This agreement may be amended if mutually agreed to by both parties.

A. Anticipated Amendments

This is anticipated to be amended for the following reasons:

- i. To add additional terms and add funds to cover those additional terms.
- ii. To adjust the rate

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

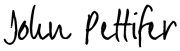
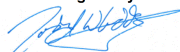
- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), 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 County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to 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.

29. **CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED 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:	DocuSigned by: 	3/11/2024
	7D28A787656F458... Ryan Matthews, Administrator	Date
Authorized Signature:	DocuSigned by: 	3/19/2024
	1E984034585E453... Chief Administrative Officer	Date
Reviewed by Signature:	DocuSigned by: 	3/11/2024
	AFD8EB7C0923416... Marion County Legal Counsel	Date
Reviewed by Signature:	DocuSigned by: 	3/11/2024
	E4592AF8CAA542C... Marion County Contracts & Procurement	Date

BRIDGEWAY RECOVERY SERVICES, INC. SIGNATURE

Authorized Signature:	DocuSigned by: 	3/22/2024
	17705519B9F4498...	Date

Title: CEO

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

- i. Marion County Health & Human Services (MCHHS) acting as the Local Mental Health Authority (LMHA) has been designated through OHA Intergovernmental Agreement (IGA) as a local government entity responsible for the Community Mental Health Program (CMHP) for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, or alcohol abuse problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall perform services for the following service element:

- i. A&D 66 Community Behavioral and Substance use Disorder Services are services delivered to youth and adults with Substance Use Disorders or to youth and adults with co-occurring substance use and mental health disorders. These Services shall be provided to Individuals who are not eligible for Oregon Health Plan (OHP) or who otherwise do not have a benefit that covers A&D 66 Services. These services shall be provided in accordance with Exhibit B; County Special Conditions.

C. CONTRACT DOCUMENTS, ORDER OF PRECEDENCE.

This Contract consists of the following documents, which are listed in descending order of precedence herein attached and incorporated.

- Exhibit A: Statement of Work
- Exhibit B: County Special Terms and Conditions
- Exhibit C: Criminal History Check Assurance
- Addendum No.1: Health Insurance Portability and Accountability Act Business Associate Contract Insurance Certificates

D. 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 **\$100,000.00**.

- A. **METHOD OF PAYMENT FOR SERVICES:** County shall pay Contractor **\$100,000.00** for completing all Services and delivering all Goods required under this Contract.
- B. **BASIS OF PAYMENT FOR SERVICES.** Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments 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.

County shall pay as follows:

- i. 3. Service Element 66: Contractor will submit to County billing for services funded by the A&D 66 monthly. County will submit reimbursement to Contractor upon approval of invoices.
- C. **EXPENSE REIMBURSEMENT.** No 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 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 County to Contractor, and shall 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.
- 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
Attn: Health and Human Services, Accounts Payable
Email: HealthAP@co.marion.or.us
3180 Center St NE
Salem , OR 97301

EXHIBIT B
COUNTY SPECIAL TERMS AND CONDITIONS

- 1. Contractor shall comply with the following requirements:**
 - A. 42 CFR Part 489, Subpart 1 OBRA 1990, Patient Self-Determination Act and**
 - B. Oregon Revised Statute (ORS) 127**
- 2. Contractor shall comply with ORS 430.735 through 430.765 and Oregon Administrative Rule (OAR) 309-040-0200 through 309-040-0290.**
- 3. Contractor shall maintain medical records for seven years and make available to County upon request.**

EXHIBIT C
CRIMINAL HISTORY CHECK ASSURANCE

Contractor:

As a duly authorized representative of the Contractor named above, I assure that a Criminal History Records Check as been completed on all the Contractor's employees, supervisors, acting in the capacity of supervisors, temporary staff, and volunteers providing services under this Contract with Marion County, Health and Human Services. This Assurance is effective for the term of the Contract.

Authorized Signature: _____ Date: _____

Print Name and Title of Authorized Signature

[Type here]

ADDENDUM NO 1

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE CONTRACT PROVISIONS

INTRODUCTION

This Addendum to the contract between Marion County, a political subdivision of the State of Oregon, hereinafter called the County, and Bridgeway Recovery Services, Inc. hereinafter called Contractor is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), as amended.

WHEREAS, County will make available or transfer to Contractor certain information in conjunction with goods or services that are being provided by Contractor to County, that is confidential and must be afforded special treatment and protection.

WHEREAS, Contractor will have access to or receive from County certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Department of Health and Human Services Security Rule and Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164.

NOW THEREFORE, the parties agree as follows:

1. Definitions.
 - a. Business Associate shall mean Bridgeway Recovery Services, Inc.
 - b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; I found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 *Federal Register* 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.
 - c. Covered Entity shall mean Marion County.
 - d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.
 - e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).
 - f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
 - g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 *Federal Register* 5565), limited to information created or received by Business Associate from or on behalf of Covered Entity.
 - h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
 - i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.

- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.
- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the Health Insurance Portability and Accountability Act (HIPAA) Regulations at 45 CFR 160-164.

2. Term.

The term of the HIPAA obligations under this addendum shall commence as of the effective date of this contract and shall expire when all of the information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy protected health information, protections are extended to the information in accordance with the termination provisions in this contract.

3. Limits on Use and Disclosure.

Business Associate shall not use or disclose protected health information provided or made available by Covered Entity for any purpose other than as expressly permitted or required by this contract or as Required by Law.

4. Permitted Uses and Disclosures by Business Associate.

a. Statutory Duties.

- (1) Business Associate acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
 - (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
 - (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), Business Associate shall consider guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.
- (2) Business Associate acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.
- (3) As of the effective date of Section 13405(d) of the HITECH Act, Business Associate may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

Except as otherwise limited in this contract, Business Associate may use or disclose protected health information to perform the functions, activities or services for, or on behalf of, Covered Entity as specified in the contract between the parties, provided that such use or disclosure would not violate the Security and Privacy Rules if done by the Covered Entity, or the minimum necessary policies of Covered Entity.

c. Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

5. Additional Purposes for Uses and Disclosures by Business Associate.

(a) Except as otherwise limited in this Contract, Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Contract, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that:

(i) The disclosure is Required by Law;

(ii) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies Business Associate of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;

(iii) Except as otherwise limited in this Contract, Business Associate may use protected health information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(iv) Business Associate may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(v) As of the effective date of Section 13405(d) of the HITECH Act, Business Associate may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. Business Associate Obligations:

a. Limits on Use and Further Disclosure Established by Contract and Law. Business Associate agrees that information provided or made available by Covered Entity shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.

c. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of the use or disclosure of protected health information by Business Associate in violation of the requirements of this Contract.

- d. **Reports of Breach.** Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, Business Associate agrees to report to Covered Entity as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a Business Associate, the Business Associate must notify the Covered Entity no later than 60 days from the discovery of the breach. To the extent possible, the Business Associate should provide the Covered Entity with the identification of each individual affected by the breach as well as any information required to be provided by the Covered Entity in its notification to affected individuals.
- e. **Subcontractors and Agents.** Business Associate agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by Business Associate on behalf of Covered Entity agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. Business Associate is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. Business Associate is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.
- f. **Right of Access to Information.** Business Associate agrees to provide access, at the request of Covered Entity, to protected health information in a Designated Record Set, either to the Covered Entity, or as directed by Covered Entity to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "Covered Entity" with Business Associates where appropriate.
- g. **Amendment and Incorporation of Amendments.** Business Associate agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. **Provide Accounting.** Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.
- i. **Documentation of Disclosures.** Business Associate agrees to document disclosures of protected health information and information related to these disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- j. **Access to Documentation of Disclosures.** Business Associate agrees to provide Covered Entity information collected in accordance with Section 6(i) of this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- k. **False Claims, Fraud, Waste and Abuse.** Business Associate shall cooperate with and participate in activities to implement and enforce the Covered Entity's policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. Business Associate shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. Business Associate shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. Business Associate is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. Business Associate is required to check the following databases for excluded individuals and entities:

Excluded Parties List System (EPLS) www.sam.gov

7. Obligations of Covered Entity.

- a. Limitations in Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 CFR 164.520, to the extent that the limitation may affect Business Associate's use or disclosure of protected health information.
- b. Changes in Use or Disclosure of Protected Health Information. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected health information, to the extent that the changes may affect Business Associate's use or disclosure of protected health information.
- c. Restrictions on Use or Disclosure of Protected Health Information. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information, that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that the restriction may affect Business Associate's use or disclosure of protected health information.

8. Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Security and Privacy Rules if done by Covered Entity, except if the Business Associate will use or disclose protected health information for, and the Contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

9. Security Assurances, the Business Associate will.

- a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164); and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in this Agreement.
- b. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
- c. Report to the County any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, interference with system operations in an information system, or any security incident of which it becomes aware;
- d. Authorize termination of the contract by the County, if the County determines that the Business Associate has violated a material term of the contract.

10. Termination of Contract.

- a. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (2) Immediately terminate this Contract, if Business Associate has breached a material term of this Contract and cure is not possible; or
 - (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- b. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate, its subcontractors or agents, shall retain no copies of the protected health information.
 - (2) In the event that Business Associate determines that returning or destroying protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon written notice to Covered Entity that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Contract to the protected health information and limit further uses and disclosures of protected health information to those purpose that make the return or destruction infeasible, for so long as Business Associate, its subcontractors or agents maintains protected health information.

11. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.
- b. Amendment. The Parties agree to take any action as is necessary to amend this Contract from time to time needed for Covered Entity to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.
- c. Survival. The respective rights and obligations of Business Associate under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.
- d. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Security and Privacy Rules.
- e. Entire Agreement. This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.

12. Qualified Service Organization Contract Provisions.

- a. Contractor is required to follow the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A, as amended.

- b. County will make available or transfer to Contractor certain information in conjunction with goods or services that are being provided by Contractor to County, that is confidential and must be afforded special treatment and protection.
- c. Contractor will have access to or receive from County certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A.
- d. Contractor Shall:
 - (1) Acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the Program about the patients in the Program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and
 - (2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.