

**MID-VALLEY BEHAVIORAL CARE NETWORK
PROFESSIONAL SERVICES AGREEMENT**

14 JUN 19 P2:15

MID-VALLEY BEHAVIORAL CARE NETWORK, hereinafter called MVBCN, enters into this Agreement with YAMHILL COUNTY, a political subdivision in the State of Oregon, hereinafter called CONTRACTOR.

1. CONTRACTOR agrees to perform the professional services described in Attachment A: Statement of Work (MWVACR Funds to Support OHP Enrollment).
2. MVBCN shall disburse \$6,495 to CONTRACTOR to perform the services described in Attachment A, upon execution of this Agreement and without necessity of an invoice. Funds not used for the agreed purposes shall be returned to MVBCN within 30 days from the date of expiration or termination of this Agreement.
3. The Executive Director of MVBCN, or designee, shall serve as CONTRACTOR's contact, and shall monitor services to be provided by CONTRACTOR.
4. CONTRACTOR shall comply with all federal, state, and local laws, rules and regulations applicable to the work performed under this Agreement, including, but not limited to, all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations.
5. CONTRACTOR represents that he/she holds him-/herself out to the public as an independent contractor, and qualifies as such under the provisions of ORS 670.600 and Attachment B, which is incorporated herein. The service or services to be rendered under this Agreement are those of an independent CONTRACTOR who is not an officer, employee or agent of the MVBCN as those terms are used in ORS 30.265. MVBCN does reserve the right to (i) determine and modify the delivery schedule for work to be performed and (ii) evaluate the quality of the completed performance.
6. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.
7. The performance of this Agreement is at CONTRACTOR's sole risk. CONTRACTOR is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Agreement. Any subcontractor hired by the CONTRACTOR shall be similarly responsible. If any work is subcontracted CONTRACTOR shall meet the ORS 656.017 requirements to provide workers' compensation coverage for all subject workers.
8. CONTRACTOR will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from MVBCN under this Agreement.

9. CONTRACTOR is not currently employed by MVBCN, and will not be under the direct control of MVBCN.
10. MVBCN will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue regulations.
11. CONTRACTOR agrees to indemnify, hold harmless and defend MVBCN and its officers, employees and agents from and against any damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from CONTRACTOR's performance of this Agreement.
12. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, MVBCN agrees to indemnify, hold harmless and defend CONTRACTOR and its officers, employees and agents from and against any damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from MVBCN's negligence in performance of this Agreement.
13. CONTRACTOR shall maintain in force at his/her own expense each insurance noted below. CONTRACTOR shall not be subject to the requirements of this section if CONTRACTOR is a unit of local government as defined in ORS 190.003.
 - a. Professional liability insurance in amounts not less than \$1,500,000 per occurrence and \$3,000,000 annual aggregate to cover damages caused by error, omission or negligent acts related to CONTRACTOR's activities and operations under this Agreement.
 - b. General liability insurance in amounts not less than \$1,500,000 per occurrence and \$3,000,000 general aggregate to cover bodily injury and/or property damage.
 - c. If the provision of any services or performance of any activities pursuant to this Agreement involves the use of vehicles owned, hired or operated by CONTRACTOR, then CONTRACTOR shall maintain automobile liability insurance in amounts not less than: \$1,000,000 combined single limit - or - \$500,000 per person for bodily injury, \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.
14. By execution of this Agreement, CONTRACTOR certifies under penalty of perjury that:
 - a. To the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and
 - b. CONTRACTOR has not discriminated against and will not discriminate against a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225, in obtaining any required subcontracts.
15. CONTRACTOR's employees and Board members must not be excluded from participation in federal health care programs (Medicaid, Medicare and other federally-funded programs that provide health benefits); and must not be excluded from participation in federal procurement (Federal Acquisition Regulation) and non-procurement activities (Executive Order No. 12549).
16. Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever

Attachment A – STATEMENT OF WORK
MWVACR Funds to Support OHP Enrollment

The Mid-Willamette Valley Acute Care Region (MWVACR) is providing funding to its member counties to facilitate enrollment of uninsured persons in available health care coverage. The intent is to improve access to outpatient mental health care and prevent unnecessary psychiatric hospitalizations. Funding is for staff and/or equipment specifically dedicated to assisting uninsured individuals to enroll with the Oregon Health Plan (OHP) and to access needed outpatient mental health services between November 1, 2013, and May 31, 2014. MVBCN is disbursing the funding as directed by the MWVACR Council on October 25, 2013.

Attachment B – DEFINITION OF INDEPENDENT CONTRACTOR

1. CONTRACTOR represents that he/she holds him-/herself out to the public as an independent contractor, and qualifies as such under the provisions of ORS 670.600 as follows:

a. CONTRACTOR is free from direction and control over the means and manner of providing the goods, materials, equipment and services, subject to the right of MVBCN to specify the desired results.

b. CONTRACTOR is customarily engaged in an independently established business, shown by CONTRACTOR's meeting any three of the following requirements:

i) CONTRACTOR does not rely solely on one person or one entity to obtain customers or CONTRACTOR performs all labor or services in his own name or business name and collects payment for the labor or services directly from the customer;

ii) CONTRACTOR assumes the risk of loss related to the business or the performance of labor or services as shown by fixed-price contracts, commission-based earnings, responsibility to correct defective work, responsibility for extension of warranties, negotiated indemnification agreements or purchase of liability insurance, performance bonds or errors and omissions insurance;

iii) CONTRACTOR performs contracted labor or services for two or more different persons or business entities within a 12-month period or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to perform similar labor or services;

iv) CONTRACTOR makes a significant investment in the business, including but not limited to: (A) purchase of tools or equipment necessary to perform the labor or services; (B) payment for the premises or facilities where the labor or services are performed; and (C) payment for specialized training or licenses required to perform the labor or services; or

v) CONTRACTOR has the authority to hire and fire persons to perform the labor or services.

c. CONTRACTOR is licensed under ORS Chapter 701 if the individual performs labor or services for which licensure under ORS Chapter 701 is required; and

d. CONTRACTOR is personally responsible for obtaining other licenses or certificates necessary to perform the labor or services.