

September 12, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Federal Subrecipient Grant Agreement with ColumbiaCare Services, Inc. for Residential Treatment Services. Agreement value is \$555,000 for 18 months. Funding is through the Oregon Health Authority. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues September 10, 2024		
Performance Clackamas	Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Mary Rumbaugh	Contact Phone	503-742-5305

EXECUTIVE SUMMARY: The Behavioral Health Division of the Health, Housing, and Human Services Department requests the approval of a Federal Subrecipient Grant Agreement with ColumbiaCare Services, Inc. for residential treatment services for eligible Clackamas County clients. ColumbiaCare provides these services at seven facilities in Clackamas County and works collaboratively with the County to provide treatment planning, admission and discharge authorizations, and referrals for clients to specialty health services.

ColumbiaCare Services, Inc. is a not-for-profit agency that promotes the whole health and wellness of individuals and communities by developing progressing systems of behavioral healthcare facilities, housing, and service programs in collaboration with providers of social, judicial, health care, and veterans services.

This Agreement, effective January 1, 2024, through June 30, 2025, has a maximum value of \$555,000.00.

RECOMMENDATION: Staff respectfully requests that the Board of Commissioners approve this Agreement (11512) and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
 Director of Health, Housing and Human Services

For Filing Use Only

CLACKAMAS COUNTY, OREGON FEDERAL SUBRECIPIENT GRANT AGREEMENT 24-045	
Program Name: <i>Residential Treatment Services</i> Behavioral Health Agreement Number: 11512 Program Number: 36060 Mental Health Block Grant (ALN 93.958)	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services, Behavioral Health Division ("COUNTY"), and ColumbiaCare Services, Inc. ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.	
Clackamas County Data	
Grant Accountant: Lorrie Biggs	Program Manager: Josh Thomas
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503)742-5421 LBiggs@clackamas.us	Clackamas County – Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 503-742-5960 JThomas@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: Mike Sewitsky	Program Representative:
ColumbiaCare Services, Inc. 3587 Heathrow Way Medford, OR 97504 (541) 858-8170 msewitsky@columbiacare.org	ColumbiaCare Services, Inc. 3587 Heathrow Way Medford, OR 97504 contracts@columbiacare.org
UEI: FJFAQ3KBM2M8	

RECITALS

1. Clackamas County, as a Community Mental Health Program ("CMHP") was awarded an Intergovernmental Agreement (the "IGA"), agreement number 44300-00026004) on March 11, 2024 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services with the State of Oregon, acting by and through its Oregon Health Authority ("OHA"). The IGA obligates the COUNTY to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA. COUNTY is required to contract for the provision of residential treatment services.

2. SUBRECIPIENT is a not-for-profit agency that works to promote the whole health and wellness of individuals and communities by developing progressing systems of behavioral health care facilities, housing and service programs in collaboration with providers of social, judicial, health care, and Veterans services. COUNTY was authorized to establish an agreement with SUBRECIPIENT following the approval of a non-competitive grant award request. COUNTY is limited to contracting with residential treatment services providers licensed by OHA. SUBRECIPIENT is a licensed provider. COUNTY has maintained a long-standing contractual relationship with SUBRECIPIENT for residential treatment services. COUNTY may renew this award for two (2) additional years at COUNTY'S sole discretion.

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3. This subrecipient grant agreement ("Agreement") of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of Services.

NOW THEREFORE, according to the terms of this Agreement the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on **June 30, 2025** unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **January 1, 2024** and expiring **June 30, 2025**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement. This Agreement may be extended for two additional years at County's sole discretion.
2. **Program.** The Program is described in **Exhibit A: Subrecipient Scope of Work and Performance Reporting**. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in **Exhibit A**.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in with the requirements of the IGA that is the source of the grant funding and other terms and conditions set forth in the Exhibits to this Agreement, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State and Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Mental Health Block Grant (Assistance Listing Number ["ALN"] #: 93.958) issued to COUNTY by Oregon Health Authority (OHA). The maximum, not to exceed, grant amount COUNTY will pay is **\$555,000.00**. This is a rate reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Payment Request**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funds advanced and unspent must be returned to COUNTY within thirty (30) days of the end of termination period in Section 1 if award conditions are not met.
 - 4.1. **Federal Funds: \$10,000.00** in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 44300-0002004) (**ALN 93.958**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Mental Health Block Grant (MHBG) from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.
 - 4.2. **Other Funds: \$545,000.00** in State funds are provided for funding of other items in the program budget.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to**

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COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term for one or more of the following reasons:

- a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT;
- b. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
- c. Mutual agreement by COUNTY and SUBRECIPIENT.
- d. Written notice provided by COUNTY that OHA has determined funds are no longer available for this purpose.
- e. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- a. Has already accrued hereunder;
- b. Comes into effect due to the expiration or termination of the Agreement; or
- c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. **Federal and State Procurement Standards**

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which

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are incorporated by reference herein.

- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (“RFP”) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) **Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms.** SUBRECIPIENT shall take all necessary affirmative steps to assure that small & minority businesses, women’s business enterprises, and labor surplus area firms are used when possible when contracting for services or soliciting for potential resources, per 2 CFR 200.321.

11. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY’s next fiscal year, COUNTY’s obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney’s and expert fees) arising from or related to (1) SUBRECIPIENT’s negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT’s control; or (2) SUBRECIPIENT’s acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT’s actions, employees, agents or otherwise with respect to those under its control.

To the extent permitted by applicable law, Subrecipient shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, the County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of Subrecipient or its officers, employees, subcontractors, or agents under this Agreement.

- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed,

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downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- n) **Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 3, 7, 11 (a), (b), (d), (f), (g), (i), (j), (k), (l), and (m), 12, and all other rights and obligations which by their context are intended to survive.

12. Exhibits and Attachments.

This document is comprised of the following exhibits and attachments:

- Exhibit A: SUBRECIPIENT Scope of Work and Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: General Administrative and Federal Terms and Conditions
- Exhibit F: Insurance Requirements
- Exhibit G-1: CMHP Required Federal Terms and Conditions
- Exhibit G-2: CMHP Required Provider Agreement Provisions
- Exhibit G-3: CMHP Service Elements
- Exhibit H: Final Financial Report
- Exhibit I: 2 CFR 200.332(a) Required Information

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- Exhibit J: Qualified Service Organization Business Associate Agreement

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- This Agreement
- Exhibit J
- Exhibit G-1, G-2, and G-3
- Exhibit H
- Exhibit E
- Exhibit C
- Exhibit F
- Exhibits A
- Exhibit D
- Exhibit B
- Exhibit I

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

COLUMBIACARE SERVICES, INC.

By: _____

By: Stacy J. Jones

Its: _____

Its: Executive Director

Dated: _____

Dated: 8/20/24

Approved to Form

By: [Signature]

County Counsel

08/21/2024

Dated: _____

EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

PROGRAM NAME: Residential Treatment Services	AGREEMENT No. 24-045
Funding Source: Community Mental Health Block Grant (ALN 93.958)	
SUBRECIPIENT: COLUMBIACARE SERVICES, INC.	

SCOPE OF WORK

SUBRECIPIENT shall provide the following services described in the MHS 20 and MHS 28 Service Elements in **Exhibit G-3: CMHP Service Elements**, as further detailed below. All services shall be performed in accordance with **Exhibit G-3: CMHP Service Elements**. Services provided are to be within the scope of SUBRECIPIENT's licenses and certification, and the licenses, certifications, and training of its employed and contracted staff providing direct services under this Agreement.

1. Facility providing Residential Treatment Services

- Alder Creek
- Autumn Ridge
- Bridgestone
- Fieldstone
- Johnson Creek
- Kellogg Creek
- Mossy Meadows

2. Level of Care; Admission, Continued Stay and Discharge Criteria

SUBRECIPIENT shall administer, or cooperate with COUNTY in the administration of, the Level of the Level of Care Utilization System ("LOCUS") instrument to assist with treatment planning. SUBRECIPIENT shall maintain the LOCUS as part of the Client record and shall make such records available to COUNTY upon request.

SUBRECIPIENT shall participate in COUNTY admission, continued stay and discharge authorization process, as outlined in COUNTY practice guidelines. SUBRECIPIENT understands that authorization for services will be based upon this review process.

3. Coordination of Care

- A. SUBRECIPIENT shall provide coordination and integration of services with physical health care providers and chemical dependency providers as medically appropriate and within the laws governing confidentiality.
- B. SUBRECIPIENT shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:
 - i. SUBRECIPIENT shall coordinate with COUNTY on both the admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care.
 - ii. SUBRECIPIENT shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the Client to acute care.
 - iii. SUBRECIPIENT shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.
- C. SUBRECIPIENT shall participate in client staffing with COUNTY and Oregon Health Authority ("OHA") on a regular, scheduled or ad hoc basis in order to ensure most appropriate care.

4. Standards of Care

COUNTY promotes resilience in and recovery of the clients it serves. COUNTY supports a system of care that promotes and sustains a Client's recovery from a mental health condition by identifying and building upon the strengths and competencies within the person to assist them in achieving a meaningful life within their community. Consistent with these values and pursuant to residential licensing standards under Chapter 309, Division 035 of the Oregon Administrative Rules, SUBRECIPIENT shall:

- A. Provide services in a manner that assures continuity and coordination of the health care services provided to each client;
- B. Comply with the following timelines upon receipt of a referral:
 - i. Contact the referent within **two (2) business days** with decision of whether to screen the referred Client;
 - ii. Conduct screening within **five (5) business days** from receipt of referral; and
 - iii. Determine whether to accept the referral, and complete the referral cover sheet and return it to the referent with **two (2) business days** of the screening.
- C. Not discriminate against clients because of source of income, race, color, national origin, religion, creed, marital status, sex or sexual orientation (except as may be limited by room arrangement), age (except under eighteen (18) years), familial status, or disability in addition to the mental or emotional disorder;
- D. Practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- E. Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- F. Assure that an adequate number of staff are available at all times to meet the treatment, health and safety needs of clients;
- G. Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;
- H. Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition;
- I. Ensure that all personnel providing services to clients under this Agreement are properly trained and qualified to render the services they provide. SUBRECIPIENT shall arrange for continuing education of personnel rendering services under this Agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements; and
- J. Maintain facilities and equipment appropriate for provision of services to clients of a type and quality consistent with administrative rules promulgated by the State of Oregon Department of Human Services and the Americans with Disabilities Act.

5. SUBRECIPIENT Performance and Reporting

SUBRECIPIENT shall comply with all performance and reporting requirements found below and in **Exhibit G-3: CMHP Service Elements**.

A. Reporting

SUBRECIPIENT shall maintain record of disbursements of Personal Incidental Fund monies to clients. Record shall contain dates, disbursement amounts, and client signature acknowledging receipt of funds. SUBRECIPIENT shall make this record available for review upon request by COUNTY.

B. Performance Reporting

Measures and Outcomes Tracking System ("MOTS")

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SUBRECIPIENT is required to submit client data services elements to the State's MOTS data system in accordance with Section 2, Records, Maintenance, Access, and Confidentiality of **Exhibit G-2: CMHP Required Provider Agreement Provisions.**

EXHIBIT C
CONGRESSIONAL LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96)]. Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

<u>ColumbiaCare Services</u>	
Organization Name	Award Number or Project Name
<u>Stacy L. Ferrell, Executive Director</u>	
Name and Title of Authorized Representative	
<u>Stacy L. Ferrell</u>	<u>8/21/24</u>
Signature	Date

EXHIBIT B
SUBRECIPIENT PROGRAM BUDGET

PROGRAM NAME: Residential Treatment Services	AGREEMENT No. 24-045
Funding Source: Community Mental Health Block Grant (ALN 93.958)	
SUBRECIPIENT: COLUMBIACARE SERVICES, INC.	

SERVICE ELEMENT	NOT TO EXCEED VALUE
MHS 20 – Federal Funds	\$10,000.00
MHS 28 – State Funds	\$370,000.00
MHS 30 – State Funds	\$175,000.00
TOTAL	\$555,000.00

MHS 20 Federal Funds – Funds shall be utilized to fund room & board, and personal, incidental funds monies for eligible clients.

MHS 28 State Funds – Funds shall be utilized for retainer payments which include, but not limited to, supervision, medical, and other authorized expenses for eligible clients.

MHS 30 State Funds – Funds shall be utilized for clients under the jurisdiction of the Adult Panels of the Psychiatric Security Review Board.

EXHIBIT D
REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST

1. SUBRECIPIENT will submit a monthly Request for Reimbursement referencing grant agreement number 24-045 and Behavioral Health Agreement #11512.
2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by July 10, 2025 for June 2025 expenses.
3. Reimbursements shall be based on current authorized State rates for Room & Board, Personal Incidental Fund (“PIF”), and Tier payments, which may be amended from time to time, or pre-approved additional expenses for Clackamas County clients residing at SUBRECIPIENT facility. Reimbursements shall not exceed total identified in **Exhibit B: SUBRECIPIENT Program Budget** of this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all expenses reported. Documentation required includes logs for room and board charges, proof of incidental expense payouts to clients, and any other documentation that supports prior-approved expenses and invoices. This documentation should be readily available for review upon request or site visit by COUNTY, State of Oregon officials, and/or auditors.
4. Request for Reimbursement shall be submitted electronically to:

BHAP@clackamas.us and FinanceGrants@clackamas.us
5. Invoices are subject to the review and approval of the Program Supervisor, Grant Accountant, and Department of Finance. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

EXHIBIT E
GENERAL ADMINISTRATIVE AND FEDERAL TERMS & CONDITIONS

1. Federal Funds

- a) This Agreement is funded in part by federal funds. By signing this Agreement, SUBRECIPIENT certifies neither it nor its employees, contractors, subcontractors, or subrecipients who will perform the Program activities described herein are currently employed by an agency or department of the federal government.
- b) COUNTY has determined:
- Entity is a subrecipient Entity is a contractor Not applicable
- c) Assistance Listing Number of federal funds paid through this Agreement: 93.958

2. Administrative Requirements. SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within fifteen (15) days.
- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the **Exhibit B: SUBRECIPIENT Program Budget**. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** Indirect cost recovery is not available on this award.

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- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in **Exhibit D: Required Financial Reporting and Payment Request**.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in **Exhibit A: SUBRECIPIENT Scope of Work and Performance Reporting**.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit payment request on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—Closeout. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than ninety (90) calendar days after the end date of this Agreement.
- m) **Unique Entity Identifier and Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier (“UEI”), located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System 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 Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying Certificate**) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’s fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within nine (9) months from SUBRECIPIENT’s fiscal year end or thirty (30) days after issuance of the reports, whichever is sooner.

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- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.334-338.
- s) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for [Federal program name], that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- t) **HIPAA Compliance.** SUBRECIPIENT shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"), together with the regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2. SUBRECIPIENT shall further execute the Qualified Service Organization Business Associate Agreement attached hereto as **Exhibit J** and incorporated by this reference herein.

3. Default

- a) **Subrecipient's Default.** SUBRECIPIENT will be in default under this Agreement upon the occurrence of one or more of the following:
 - i. SUBRECIPIENT fails to use the grant funds for eligible purposes described in the Exhibits to this Agreement;
 - ii. Any representation, warranty or statement made by SUBRECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by SUBRECIPIENT is untrue in any material respect when made;
 - iii. After thirty (30) days' written notice with an opportunity to cure, SUBRECIPIENT fails to comply with any term or condition set forth in this Agreement;
 - iv. A petition, proceeding, or case is filed by or against SUBRECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law.
- b) **County's Default.** COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.
- c) **Remedies**

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- i. **County's Remedies.** In the event of SUBRECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding SUBRECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any grant funds used by SUBRECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.
- ii. **Subrecipient's Remedies:** In the event COUNTY is in default, and whether or not SUBRECIPIENT elects to terminate this Agreement, SUBRECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against SUBRECIPIENT. In no event will COUNTY be liable to SUBRECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential or special damages.

4. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to this Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws

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and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including those set forth in 2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - Procure a commercial sex act during the period of time the award is in effect; or
 - Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i) **Abuse Reporting.** SUBRECIPIENT shall comply with all processes and procedures of child abuse (ORS 419B.005 - 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 - 430.768 and OAR 407-045-0250 through 407-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if SUBRECIPIENT were a mandatory abuse reporter. If SUBRECIPIENT is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. SUBRECIPIENT shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

EXHIBIT F INSURANCE

During the term of this Agreement, SUBRECIPIENT shall maintain in full force at its own expense, each insurance noted below:

1. **Workers Compensation.** SUBRECIPIENT, its subcontractors, if any, and all employers providing work, labor, or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. SUBRECIPIENT shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. **Professional Liability.** **Required by County** **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. The policy must provide extending reporting period coverage for claims made within two years after the Agreement is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

3. **General Liability.** **Required by County** **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of **Clackamas County and the State of Oregon, and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Agreement.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

4. **Automobile Liability.** **Required by County** **Not required by County**

Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Commercial Automobile Liability insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

Personal Automobile Liability insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

5. **Physical Abuse and Molestation Liability.** **Required by County** **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. Privacy and Network Security. **Required by County** **Not required by County**

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

- 7. Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.
- 8. Primary Coverage Clause.** SUBRECIPIENT's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
- 9. Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.
- 10. "Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, SUBRECIPIENT shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of twenty-four (24) months following the later of: (i) SUBRECIPIENT's completion and COUNTY's acceptance of all Services required under the Provider Agreement; or (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 24-month requirement, if SUBRECIPIENT elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then SUBRECIPIENT may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, SUBRECIPIENT shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 11. Self-insurance.** SUBRECIPIENT may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that SUBRECIPIENT's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to COUNTY. SUBRECIPIENT shall furnish an acceptable insurance certificate to COUNTY for any insurance coverage required by this Agreement that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.
- 12. Certificates of Insurance.** SUBRECIPIENT shall furnish evidence of the insurance required in this Agreement. SUBRECIPIENT will maintain the insurance in full force throughout the duration of this Agreement. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten (10) days prior to coverage expiration which references "Clackamas County Agreement 24-045" in the certificate description. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to COUNTY. SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically or by mail to:

BHContracts@clackamas.us

Clackamas County Behavioral Health Division
2051 Kaen Road, Suite #154
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 14. Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from SUBRECIPIENT or its insurer(s) to COUNTY at the following address: Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or BHContracts@clackamas.us.
- 16. Insurance Compliance.** COUNTY will be entitled to enforce SUBRECIPIENT compliance with the insurance requirements, and will take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Agreement as permitted by the Agreement, or pursuing legal action to enforce the insurance requirements. In no event shall COUNTY permit a SUBRECIPIENT to work under this Agreement when COUNTY is aware that SUBRECIPIENT is not in compliance with the insurance requirements.

EXHIBIT G-1 CMHP REQUIRED FEDERAL TERMS AND CONDITIONS

SUBRECIPIENT shall comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** SUBRECIPIENT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 SUBRECIPIENT shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENTS shall include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
4. **Energy Efficiency.** SUBRECIPIENT shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of the SUBRECIPIENT's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any

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- person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** SUBRECIPIENT shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.** Subrecipients, as defined in 45 CFR 75.2, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds. If a SUBRECIPIENT expends \$750,000 or more in federal funds (from all sources) in a fiscal year it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75,

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subpart F. Copies of all audits must be submitted to COUNTY within thirty (30) calendar days of completion. If a SUBRECIPIENT expends less than \$750,000 in a fiscal year it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

8. **Debarment and Suspension.** SUBRECIPIENT shall not permit any person or entity to be a provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** SUBRECIPIENT shall comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing Services to OHA clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any provider to comply with subparagraphs through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or provider has used a controlled substance, prescription or non-prescription medication that impairs the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
10. **Pro-Children Act.** SUBRECIPIENT shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent SUBRECIPIENT provides any Service in which costs are paid in whole or in part by Medicaid, SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services

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- provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR 431.107(b)(1) & (2).
- b.** Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c.** Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
 - d.** Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e.** Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers, and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).
- 12. ADA.** SUBRECIPIENT shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
- 13. Agency-Based Voter Registration.** If applicable, SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
- 14. Disclosure.**
- a.** 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
 - b.** 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and

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abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten (10) years.

- c. COUNTY or OHA reserves the right to take such action required by law, or where COUNTY or OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. Special Federal Requirements Applicable to Addiction Treatment, Recovery & Prevention Services for Agencies receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

a. Order for Admissions:

- (i) Pregnant women who inject drugs;
- (ii) Pregnant substance abusers;
- (iii) Other Individuals who inject drugs; and
- (iv) All others.

b. Women's or Parent's Services. If SUBRECIPIENT provides A&D 61 and A&D 62 Services, SUBRECIPIENT must:

- (i) Treat the family as a unit and admit both women or parent and their children if appropriate.
- (ii) Provide or arrange for the following services to pregnant women and women with dependent children:
 1. Primary medical care, including referral for prenatal care;
 2. Pediatric care, including immunizations, for their children;
 3. Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 4. Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 5. Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in 1 through 4 above.

c. Pregnant Women. If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, SUBRECIPIENT must:

- (i) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within forty-eight (48) hours;
- (ii) If SUBRECIPIENT has insufficient capacity to provide treatment Services to a pregnant woman, SUBRECIPIENT must refer the woman to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within forty-eight (48) hours, including a referral for prenatal care; and
- (iii) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive

preference in admission to these programs.

d. Intravenous Drug Abusers. If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, SUBRECIPIENT must:

- (i) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;

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- (ii) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching ninety (90) percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within seven (7) calendar days;
 - (iii) If SUBRECIPIENT receives a request for admission to treatment from an intravenous drug abuser, SUBRECIPIENT must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
 - 1. Fourteen (14) calendar days after the request for admission to SUBRECIPIENT is made;
 - 2. One hundred-twenty (120) after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than forty-eight (48) hours after such request; or
 - 3. If SUBRECIPIENT has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider referring the Individual to residential services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within forty-eight (48) hours.
- e. **Infectious Diseases.** If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, SUBRECIPIENT must:
 - (i) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis (TB), as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from SUBRECIPIENT; and
 - (ii) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if SUBRECIPIENT denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis services.
 - (iii) For purposes of (ii) above, "tuberculosis services" means:
 - 1. Counseling the Individual with respect to tuberculosis;
 - 2. Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
 - 3. Appropriate treatment services.
- f. **OHA Referrals.** If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, SUBRECIPIENT must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, SUBRECIPIENT shall develop support services available to address or overcome the barrier, including:
 - (i) Providing, if needed, hearing impaired or foreign language interpreters.
 - (ii) Providing translation of written materials to appropriate language or method

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- of communication.
- (iii) Providing devices that assist in minimizing the impact of the barrier.
- (iv) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. **Misrepresentation.** SUBRECIPIENT shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by COUNTY or OHA.
- i. **Oregon Residency.** Addiction Treatment, Recovery & Prevention and Problem Gambling Services funded through this Agreement, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. **Tobacco Use.** If SUBRECIPIENT has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, SUBRECIPIENT must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.
- k. **Client Authorization.** SUBRECIPIENT must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. SUBRECIPIENT must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery & Prevention Service to that Individual.

16. Special Federal Requirements Applicable To Addiction Treatment, Recovery & Prevention Services for Contractors Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.

Funding Requirements. TANF may only be used for families receiving TANF, and for families at-risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages eighteen (18) years or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age eighteen (18) years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister, or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR Part 263. Only non-medical services may be provided with TANF Block Grant Funds.

17. Community Mental Health Block Grant. All funds, if any, awarded under this Agreement for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and SUBRECIPIENT shall comply with those restrictions.

18. Substance Abuse Prevention and Treatment. To the extent SUBRECIPIENT provides any

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Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, SUBRECIPIENT shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent SUBRECIPIENT provides any substance abuse prevention or treatment services, SUBRECIPIENT shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

19. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at:
<http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
20. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods and services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B, and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of SUBRECIPIENT, and SUBRECIPIENT shall also include these contract provision in its contracts with non-Federal entities.

EXHIBIT G-2
CMHP REQUIRED PROVIDER AGREEMENT PROVISIONS

1. **Expenditure of Funds.** SUBRECIPIENT may expend the funds paid to SUBRECIPIENT under this Agreement solely on the delivery of contracted services subject to the following limitations (in addition to any other restriction of limitations imposed by this Agreement):
 - a. SUBRECIPIENT may not expend on the delivery of service any funds paid to SUBRECIPIENT under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of these services.
 - b. If this Agreement requires SUBRECIPIENT to deliver more than one service, SUBRECIPIENT may not expend funds paid to SUBRECIPIENT under this Agreement for a particular service on the delivery of any other service.
 - c. If this Agreement requires SUBRECIPIENT to deliver Addiction Treatment, Recovery & Prevention, and Problem Gambling Services, SUBRECIPIENT may not use the funds paid to SUBRECIPIENT under this Agreement for such services to:
 - i. Provide inpatient hospital services;
 - ii. Make cash payment to intended recipients of health services;
 - iii. Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - iv. Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Agreement or otherwise);
 - v. Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse..
 - d. SUBRECIPIENT may expend funds paid to SUBRECIPIENT under this Agreement only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If SUBRECIPIENT receives \$500,000 or more in federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If SUBRECIPIENT expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, subpart F. If SUBRECIPIENT expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. SUBRECIPIENT, if subject to this requirement, shall at SUBRECIPIENT'S own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of SUBRECIPIENT responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. SUBRECIPIENT may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.
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2. **Records Maintenance, Access and Confidentiality.**

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- a. **Access to Records and Facilities.** COUNTY, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of SUBRECIPIENT that are directly related to this Agreement, the funds paid to SUBRECIPIENT hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, SUBRECIPIENT shall permit authorized representatives of COUNTY and the Oregon Health Authority to perform site reviews of all services delivered by SUBRECIPIENT hereunder.
- b. **Retention of Records.** SUBRECIPIENT shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the funds paid to SUBRECIPIENT hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or other questions at the end of the six (6) year period, SUBRECIPIENT shall retain the records until the questions are resolved.
- c. **Expenditure Records.** SUBRECIPIENT shall document the expenditure of all funds paid to SUBRECIPIENT under this Agreement. Unless applicable federal law requires SUBRECIPIENT to utilize a different accounting system, SUBRECIPIENT shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit COUNTY and the Oregon Health Authority to verify how the funds paid to SUBRECIPIENT under this Agreement were expended.
- d. **Client Records.** Unless otherwise specified in this Agreement, SUBRECIPIENT shall create and maintain a client record for each client who receives services under this Agreement. The client record must contain:
 - i. Client identification;
 - ii. Problem assessment;
 - iii. Treatment, training and/or care plan;
 - iv. Medical information when appropriate; and
 - v. Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

SUBRECIPIENT shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Agreement.

- e. **Safeguarding of Client Information.** SUBRECIPIENT shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 45 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to SUBRECIPIENT by COUNTY or by the Oregon Health Authority. SUBRECIPIENT shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to COUNTY and the Oregon Health Authority for review and inspection as reasonably requested by COUNTY or the Oregon Health Authority.
- f. **Data Reporting.** All Individuals receiving Services with funds provided under this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy", as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

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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:

- i. Providers with HSD Agreements 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 should all have a license or letter of approval from the HSD or AMH;
- ii. Providers that are subcontractors (can be a subcontractor of 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”]);
- iii. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
- iv. 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@dhsosha.state.or.us.

3. Alternative Formats of Written Materials. In connection with the delivery of services, SUBRECIPIENT shall make available to SUBRECIPIENT’s clients, without charge, upon the Client’s reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailled documents, and large print upon request. If SUBRECIPIENT does not have access to such alternate formats, then SUBRECIPIENT can request them from OHA.
- b. All written materials related to the services provided to the Client in the Client’s language. If SUBRECIPIENT does not have access to such languages, then SUBRECIPIENT can request written materials in the Client’s language from OHA.
- c. Oral interpretation services related to the services provided to the Client in the Client’s language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. SUBRECIPIENT shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Clients who are deaf or hard of hearing and whose preferred mode of communication is sign language.

For purposes of the foregoing, “written material” means materials created by the SUBRECIPIENT, in connection with the services being provided to the requestor. The SUBRECIPIENT may develop its own forms and materials and with such forms and materials the SUBRECIPIENT shall be responsible for making them available to a Client, without charge to the Client, in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within COUNTY’s service area.

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4. **Reporting Requirements.** SUBRECIPIENT shall prepare and furnish the following information to COUNTY and the Oregon Health Authority when a service is delivered under this Agreement.
 - a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that COUNTY or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in **Exhibit G-1, Required Federal Terms and Conditions, Section 14, Disclosure.**
5. **Compliance with Law.** SUBRECIPIENT shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of services hereunder. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement:
 - a. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
 - b. all state laws governing operation of community mental health programs, including without limitation all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
 - c. all state laws requiring reporting of client abuse; and
 - d. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Agreement.

The laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, SUBRECIPIENT shall comply, as if it were COUNTY thereunder, with the federal requirements set forth in **Exhibit G-1, Required Federal Terms and Conditions**, to the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services between County and the Oregon Health Authority, which Exhibit is incorporated herein by this reference. For purposes of the Agreement, all references in this Agreement to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless SUBRECIPIENT is a State of Oregon governmental agency, SUBRECIPIENT agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or COUNTY.
7. To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, and COUNTY, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of the SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this Agreement.

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8. SUBRECIPIENT understands that SUBRECIPIENT may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. SUBRECIPIENT shall only conduct transactions that are authorized by COUNTY for transactions with the Oregon Health Authority that involve COUNTY funds directly related to this Agreement.
10. SUBRECIPIENT(S) that are not units of local government as defined in ORS 190.003 shall obtain, at SUBRECIPIENT's expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, insurance requirements as defined in the Agreement and incorporated herein by this reference (**Exhibit F, Insurance**).
11. Subrecipients(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of the SUBRECIPIENT (Claims). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the SUBRECIPIENT from and against any and all Claims.
12. SUBRECIPIENT shall include sections 1 through 11, in substantially the form set forth above, in all permitted SUBRECIPIENT contracts under this Agreement.
13. **Ownership of Intellectual Property.**
 - a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA and COUNTY will not own the right, title and interest in any intellectual property created or delivered by the SUBRECIPIENT in connection with the Services. With respect to that portion of the intellectual property that the SUBRECIPIENT owns, SUBRECIPIENT grants to OHA and COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 13.a.(1) on OHA and COUNTY's behalf; and (3) sublicense to third parties the rights set forth in Section 13.a.(1).
 - b. If state or federal law requires that OHA or COUNTY grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy distribute, display, build upon and improve the intellectual property.

**EXHIBIT G-3
CMHP SERVICE ELEMENTS**

MHS 20 – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR ADULTS

1. Service Description

a. Definitions:

DSM 5 means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), incorporated by reference herein, and is the 2013 update to the American Psychiatric Association's (APA) classification and diagnostic tool. The DSM-5 serves as a universal authority for psychiatric diagnosis.

b. MHS 20 Services are:

- i. Services delivered to Individuals diagnosed with serious mental illness or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.**
- ii. Community-based services that shall include one or more of the following:**
 - 1. Use of 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;**
 - 2. Apply OHA approved, standardized level of care tools for Individuals diagnosed with serious and persistent mental illness at intervals prescribed by OHA;**
 - 3. Condition management and whole person approach to single or multiple conditions based on goals and needs identified by the Individual;**
 - 4. General outpatient services including, but not limited to, care coordination and case management;**
 - 5. Medication and medication monitoring;**
 - 6. Meaningful Individual and family involvement;**
 - 7. Rehabilitation services including Individual, family, and group counseling;**
 - 8. Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice, including rent subsidy; and**
 - 9. Other services and supports as needed for Individuals at the sole discretion of OHA.**
- iii. COUNTY and/or SUBRECIPIENT shall provide Services including, but not limited to:**
 - 1. Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate services;**
 - 2. Early Identification and Screening: Conduct periodic and systematic methods that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the most recently submitted Local Plan; and**
 - 3. 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; and**
 - b. Supportive services to facilitate participation in ongoing treatment.**

2. Performance Requirements

- a. Provide coordination of care services for Individuals living in residential treatment programs. The coordination of care shall include participation in the residential Provider's treatment planning process and in planning for the Individual's transition to outpatient services;
- b. Comply with Outpatient Services, as described in OAR 309-019-0100 through 309-019-0220, and Community Treatment and Supports, as described in OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time; and
- c. Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

3. Reporting Requirements

All Individuals receiving MHS 20 Services 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: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx> , and the Who Reports in MOTS Policy.

SUBRECIPIENT shall provide timely and relevant information to COUNTY as needed to enable COUNTY to submit reports to the State of Oregon on the delivery of all Services supported with funds provided through this Agreement.

4. Confirmation of Performance and Reporting Requirements

SUBRECIPIENT shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" section above and any reporting requirement contained in **Exhibit B, SUBRECIPIENT Scope of Work and Performance Reporting**, of this Agreement, how funds provided for MHS 20 Services were utilized consistent with the terms and limitations herein to meet the performance requirement of this Service Description, and that the SUBRECIPIENT may be subject to the monitoring and review of performance requirements and quality measures by OHA.

MHS 28 – INPATIENT OR RESIDENTIAL TREATMENT SERVICES

1. Service Description

Inpatient or Residential Treatment Services are delivered to Individuals with a mental or emotional disturbance who require treatment or residential basis (24 hours, 7 days a week) in a hospital, Secure Residential Treatment Facility (SRTF), Residential Treatment Facility (RTF), or Residential Treatment Home (RTH).

The specific MHS 28 Services delivered to an Individual are determined based upon an assessment of treatment needs that is person-centered, and the development of a treatment service plan that is individualized to promote stabilization, skill-building, and preparation to be living in a more integrated community.

The goal of MHS 28 Services is to divert Individuals from involuntary civil or forensic commitment, provide Services in community-based setting outside of the state hospital, community hospitals or other secure settings, and to support Individuals in their progress towards stabilization and community-based outpatient Services.

2. Performance Requirements

ColumbiaCare Services, Inc. – Residential Treatment Services

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a. Eligibility for Services

- i. COUNTY and/or SUBRECIPIENT, as applicable, shall provide MHS 28 Services to Individuals, who are 18 years or older, and who:
 1. Are found guilty except for insanity or a criminal offense under ORS 161.327 or ORS 161.328;
 2. Are committed as extremely dangerous persons with qualifying mental disorders under ORS 426.701, or recommitted under ORS 426.702;
 3. Are found by a court to lack the fitness to proceed under ORS 161.370 and are not being held in custody at the state hospital or a correctional facility;
 4. Are currently under a guilty except for insanity or extremely dangerous judgement, but have been:
 - a. Found guilty except for insanity under ORS 161.327 or 161.328 more than once, civilly committed as extremely dangerous persons under ORS 426.701 more than once, or recommended as extremely dangerous persons under ORS 426.702; and
 - b. Require continuing Services to prevent involuntary forensic commitments, extremely dangerous civil commitments, hospitalization, and posing a danger to themselves or others; or
 - c. Require continuing Services to maintain stability and learn skills needed to be placed in a more integrated community setting;
 5. Had their guilty except for insanity term discharged early or terminated by operation of law within the past 12 months; and
 6. Had their extremely dangerous civil commitment or recommitment end within the past 12 months.
- ii. COUNTY and/or SUBRECIPIENT, as applicable, may provide MHS 28 Services to Individuals, who are 18 years or older, and who:
 1. Are under a guardianship order under ORS 125.305; or
 2. Have a mental or emotional disturbance and require inpatient or residential treatment.

b. General Requirements

When providing Services under this Service Element to Individuals described in Subsection a.(2)(a) of MHS 28, COUNTY and/or SUBRECIPIENT, as applicable, shall:

- i. Comply with all applicable statutes and rules, including but not limited to ORS chapters 426 and 430 generally, ORS 430.630(3)-(4), ORS 426.241(5), and OAR chapter 309, divisions 8, 14, 15, 19, 32, 33, 35, and 88 which may be revised from time to time;
- ii. Ensure that the COUNTY and/or SUBRECIPIENT, as applicable, to the extent it provides direct Services, or its Providers (including but not limited to community hospitals, residential treatment facilities, residential homes or other providers);
 1. Comply with all applicable statutes and administrative rules, including but not limited to OAR 309-015-0000 through 309-015-0060 and OAR 309-035-0100 through 309-035-0225, as such rules may be revised from time to time; and
 2. Comply with and maintain any certifications or licenses required to operate or provide Services under MHS 28.
- iii. Assist all eligible and interested Individuals with applying for public assistance, medical assistance, and any other state or federal benefits that

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the individual may be eligible for now or upon discharge from their current placement;

- iv. Investigate and report allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting, and protective services must be completed in compliance with ORS 430.731 through 430.768 and OAR chapter 407, division 45, as such statutes and rules may be revised from time to time;
- v. Provide payment for MHS 28 Services provided to Individuals, who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for Citizen Alien Waived Medical Program;
- vi. Coordinate with any third-party payors, including but not limited to coordinated care organizations, for the payment of MHS 28 Services covered for the Individual under private insurance or through public or medical assistance programs; and
- vii. Contact with Providers to meet the MHS 28 Services needs of eligible Individuals in the COUNTY'S service area.

c. Placement-Related Service Requirements

For Individuals described in Subsection a.(2)(a) of MHS 28, COUNTY and/or SUBRECIPIENT, as applicable, shall:

- i. Develop a treatment service plan for Individual in the least restrictive, most integrated setting appropriate to meet the Individual's behavioral health needs, preferences, choices and strengths;
- ii. Identify an appropriate Provider that is able to meet the Individual's behavioral health needs and willing to provide that care, treatment and Services to the Individual;
- iii. Ensure MHS 28 Services are provided in the least restrictive and most integrated setting appropriate to meet the Individual's behavioral health needs;
- iv. Divert the Individual from placement at a state hospital, community hospital or secure residential treatment facility, whenever possible;
- v. Obtain any necessary approvals from the Provider to allow admission, if it is a residential or state hospital placement;
- vi. Continue to send referrals to Providers until the Individual is placed at or is receiving appropriate Services;
- vii. Monitor the Individual's progress in their treatment service plan and current placement, identify when the Individual may be transferred to a lower level of care, and provide that information to any supervisory authority (e.g.the Psychiatric Security Review Board (PSRB) or court); and
- viii. Ensure discharge planning continues throughout the Individual's placement in a hospital or inpatient/residential placement with the goal of moving the Individual to the lowest level of care that will maintain long term their mental and physical health.

d. Behavioral Health Service Requirements

For Individuals described in Subsection aa.(2)(a) of MHS 28 COUNTY and/or SUBRECIPIENT, as applicable, shall provide:

- i. Care Coordination to facilitate the Individual's access to Services in the least restrictive, most integrated setting appropriate to meet the Individual's behavioral health needs, preferences, choices and strengths, including:
 - 1. Facilitate communication between the Individual, family, natural supports, community resources, Providers, DHS (if eligible for APD or I/DD services), and PSRB or courts (if applicable);

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2. Identify Providers that can provide Behavioral Health Treatment Services consistent with the Individual's treatment service plan, whether it is provided on an inpatient, residential or outpatient basis;
 3. Organize, facilitate and participate in interdisciplinary team (IDT) meetings with the Individual, Providers, and CCO Care Coordinators (if the Individual is a CCO member);
 4. Facilitate access to community-based rehabilitative Behavioral Health Treatment Services that are recovery-oriented, culturally responsive, and geographically accessible;
 5. Facilitate access to Peer Delivered Services;
 6. Serve as the Single Point of Contact (SPOC) or all referrals from OSH to Assertive Community Treatment, as described in OAR 309-019-0225(25) (Definition of SPOC), in ACT Admission Process, as described in OAR 309-019-0248; and
 7. Collaborate with the DHS, APD and I/DD Divisions to support the Behavioral Health Treatment Services needs of Individuals determined service-eligible for APD or I/DD;
- ii. Stabilization, Maintenance and Preventative Services, including:
1. Provide crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
 2. Provide timely, appropriate access to crisis intervention to prevent or reduce acute emotional distress, which might necessitate psychiatric hospitalization;
 3. Assist the Individual with money management, when requested by an Individual, to include accurate documentation of all funds deposited and withdrawn when funds are held in trust for the Individual;
 4. Assist with or arrange for the supervision of the Individual's daily living activities and life skills (if appropriate), such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care household management, and using community resources to support increasing independence and preparation for living in the most integrated community environment;
 5. Provide for or arrange for the care of the Individual, including the assumption of responsibility for the safety and well-being of the Individual;
 6. If the individual is placed in an inpatient or residential setting, ensure the Provider is providing a safe environment for the Individual;
 7. Provide for or arrange for the administration and supervision of prescribed and non-prescribed medication(s);
 8. Provide or arrange for routine and emergency transportation;
 9. Provide for or arrange for the management of aggressive or self-destructive behavior;
 10. Provide for or arrange for the management of any specialized diet for the Individual, prescribed by a physician, requiring extra effort or expense in preparation of food;
 11. Provide for or arrange for the management of the Individual's physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management;
 12. Provide financial assistance for behavioral health services, as described in OAR 10-172-0630;

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13. Provide financial assistance for individual services and activities, as described in OAR 309-035-0200, including but not limited to the:
 - a. Provision of adequate shelter;
 - b. Assistance with acquiring skills to live as independently as possible; and
 - c. Assistance with accessing other additional services, as needed or as assigned by OHA;
14. Provide a transitional treatment plan for Individuals when they are no longer receiving Services, and when and how to reinstate services if and when needed;
15. Provide interpretive services as needed;
16. Provide notice to the Individual of any admission decisions for residential care in accordance with OAR 309-035-0163(11);
17. Provide any clinical records and contact information to OHA and its designees for oversight and coordination purposes upon request;
- iii. Services to Remove Barriers to Community-Based Care when consistent with the Individual's treatment service plan, including, but are not limited to:
 1. Room and board payments;
 2. Rental assistance, security deposits, and application fees;
 3. Utility payments and deposits;
 4. Prescription or over-the-counter medications and medical supplies not covered by Medicaid or other sources;
 5. Transportation;
 6. Activities to facilitate the securing of guardianship Services, including but not limited to:
 - a. Paying the costs of:
 1. Court hearings to determine the necessity, continuation, or termination of a guardianship; and
 2. Guardianship Services to make decisions related to overseeing the care and supervision of an Individual; and
 - b. If guardianship is expected to continue beyond a transitional period of time (6 months or less), then other payment options should be sought in order to maintain guardianship Services; and
 7. Activities to facilitate the securing of representative payee services.

e. Funding-Dependent Performance Requirements

For Individuals described in Subsection aa.(2)(a) of MHS 28, COUNTY and/or SUBRECIPIENT, as applicable, may provide the Services described in Subsection aa.(2)(c)-(d) of MHS 28, subject to the requirements in Subsection aa.(2)(b) of MHS 28.

3. Reporting Requirements

All Individuals receiving MHS 28 Services 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: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx> and the Who Reports in MOTS Policy.

SUBRECIPIENT shall provide timely and relevant information to COUNTY as needed to enable COUNTY to submit reports to the State of Oregon on the delivery of all Services supported with funds provided through this Agreement.

MHS 30 – MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD

1. Service Description

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

a. Monitoring Services include:

- i.** Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- ii.** Supervision and urinalysis drug screen consistent with the requirements of the PSRB or JPSRB Conditional Release Order;
- iii.** Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;
- iv.** Provide supported housing and intensive case management for identified programs at approved budgeted rates; and
- v.** Administrative activities related to the Monitoring Services describe above, including but not limited to:
 - 1.** Reporting of the individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;
 - 2.** Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
 - 3.** Submitting requests modifications of Conditional Release Orders to the PSRB or JPSRB;
 - 4.** Implementing board-approved modifications of Conditional Release Orders;
 - 5.** Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;
 - 6.** Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and
 - 7.** An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the Conditional Release Order should be requested from the PSRB or JPSRB.

b. Security and Supervision Services includes:

- i.** Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrix below:

Security Services Matrix (Community)	Low Risk	Med Risk	High Risk
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High Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
Low Care	Rate 3	Rate 4	Rate 5

- ii. Security Services for those residing in a Class 1 or Class 2 Secure Residential Treatment Facility (SRTF): When Forensic risk factors, and risk to the public, create a need to provide an alternative security payment level, the Security Services Payment will be as defined in the table below:

Security Services Matrix	Maintenance Minimal Additional Risk	Medium Additional Risk	High Additional Risk
SRTF (Very High Risk)	SRTF Rate 6	SRTF Rate 7	SRTF Rate 8

- iii. Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Approved Supervision Services may include one or more of the following:
 1. Additional staffing;
 2. Transportation;
 3. Interpreter services;
 4. Medical services and medications;
 5. Rental assistance, room and board, and person and incidental funds;
 6. Payee;
 7. Guardianship (initial and ongoing) costs;
 8. To obtain legal identification for Individuals; and
 9. Non-medically approved services including, but not limited to: assessment, evaluation, outpatient treatment, and polygraph.

2. Performance Requirements

- a. Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.
- b. Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

3. Reporting Requirements

All Individuals receiving MHS 30 Services 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: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy.

SUBRECIPIENT shall provide timely and relevant information to COUNTY as needed to enable COUNTY to submit reports to the State of Oregon on the delivery of all Services supported with funds provided through this Agreement.

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4. Special Reporting Requirements

Upon request, SUBRECIPIENT shall submit one or more of the following to COUNTY and/or OHA for MHS 30 Services:

- a. Conditional Release Plan or Conditional Release Order;
- b. Monthly progress notes;
- c. Incident reports;
- d. Evaluations and assessments;
- e. Notifications of Revocation and Order of Revocation;
- f. Treatment Plans
- g. Notification of Change of Residence; or
- h. Any other documentation deemed necessary for monitoring and implementing MHS 30 Services.

**EXHIBIT H
 FINAL FINANCIAL REPORT**

Program Name: Residential Treatment Services	Agreement #: 24-045
Federal Award #: 93.958	Date of Submission: XX/XX/XX
Subrecipient: COLUMBIACARE SERVICES, INC.	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit H: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

Total Federal Funds <u>authorized</u> on this Agreement:	\$10,000.00
Total Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total Federal Funds <u>received</u> on this Agreement:	
Total non-Federal Funds <u>authorized</u> on this Agreement:	
Agreement-to-Date non-Federal Funds <u>requested</u> for reimbursement on this Agreement:	
Total non-Federal Funds <u>received</u> on this Agreement:	
Total match reported on this Agreement (if required):	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended non-Federal Funds (Line 4 minus Line 6):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

**EXHIBIT I
 20 CFR 200.332(a) REQUIRED INFORMATION**

Federal award identification	
SUBRECIPIENT Name:	COLUMBIACARE SERVICES, INC.
SUBRECIPIENT Unique Entity Identifier:	FJFAQ3KBM2M8
Federal Award Identification Number (FAIN):	B09SM089648
Federal award date:	Not Available
Period of Performance (This Agreement):	January 1, 2024 – June 30, 2025
Budget Period (This Agreement):	January 1, 2024 – June 30, 2025
Total amount of all federal funds obligated by this action:	\$10,000.00
Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:	
Amount of federal funds from this FAIN committed to SUBRECIPIENT:	Not Available
Pass-through entity identifying number:	24-045
Name of pass-through entity:	Clackamas County
Contact information for awarding official of the pass-through entity:	Mary Rumbaugh maryrum@clackamas.us
Federal awarding agency:	U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration.
Federal award program name:	Mental Health Block Grant
Is Award for Research and Development?	No
Assistance Listing Number (ALN) & Title:	93.958; Mental Health Block Grant (MHBG)
SUBRECIPIENT indirect cost rate on this Agreement:	Indirect cost recovery is not available on this award.

EXHIBIT J QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT (QSOBAA)

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into by and between **Clackamas County, on behalf of its Department of Health, Housing and Human Services, Behavioral Health Division** (“Covered Entity”) and **ColumbiaCare Services, Inc.** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”). This Qualified Service Organization Business Associate Agreement is effective upon execution by both parties.

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 “Electronic Protected Health Information” or “Electronic PHI” shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

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- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section is applicable only

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- to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
 - 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
 - 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
 - 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
 - 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
 - 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
 - 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
 - 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.

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- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
 - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,

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- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2 Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.
- 5.3 Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.
- If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.
- Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.
- 6.3 **Effect of Termination.**
- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
 - b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

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- 7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

(Signature Page for QSOBAA Follows)

**SIGNATURE PAGE FOR QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE
AGREEMENT**

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
ColumbiaCare Services, Inc.

Covered Entity
Clackamas County

By: Flaura Jensen

By: _____

Authorized Signature

Title: Executive Director

Title: _____

Date: 8/20/24

Date: _____