

June 20, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of a Subrecipient Grant Agreement with Teen Challenge International Pacific Northwest Centers for Life Renewal Behavioral Health Program Services. Total Agreement value of \$1,337,894.00 for 24 months. Funding through American Rescue Plan State and Local Recovery Funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Briefed at Issues June 18, 2024		
<b>Performance Clackamas</b>	Ensuring safe, healthy and secure communities through the provision of mental health and substance use services.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Mary Rumbaugh	<b>Contact Phone</b>	503-742-5305

**EXECUTIVE SUMMARY:** The Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Grant Agreement with Teen Challenge International Pacific Northwest Centers for Life Renewal Behavioral Health Program Services through the establishment of a new outpatient program located at 18600 SE McLoughlin Boulevard in Milwaukie. The establishment of the Life Renewal Behavioral Health program represents a pivotal initiative aimed at addressing the behavioral health and addiction recovery needs of individuals severely impacted by the COVID-19 pandemic.

The program will offer treatment, peer and aftercare services. Treatment program services will include mental health and substance use disorder individual therapy, psychiatric evaluations and medication management, case management, and vocational and housing support. Peers will engage clients in treatment through engagement activities, recovery groups, support services, and outings, with the main goal of assisting clients to meet the goals they determine they want to meet. Peers will also assist with aftercare as clients transition out of regular care.

Clackamas County has chosen to support Teen Challenge International’s establishment of the new outpatient program based on their proven track record of providing effective services in addiction recovery and behavioral health.

Agreement value is \$1,337,894.00 for 24 months of services expiring December 31, 2025. During the Agreement term, Teen Challenge International anticipates serving 50-75 individuals.

For Filing Use Only

**RECOMMENDATION:** Staff respectfully request that the Board of Commissioners approve this Agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

*Rodney A. Cook*

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

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 24-026**

Project Name: **Adult & Teen Challenge Project**  
Project Number: 230121015 -1.13

**H3S Agreement #: 11665**

This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of Health, Housing and Human Services, Behavioral Health Division ("COUNTY"), and **TEEN CHALLENGE INTERNATIONAL PACIFIC NORTHWEST CENTERS** ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.

**Clackamas County Data**

Grant Accountant: Bouavieng Bounnam	Program Manager: Mary Rumbaugh
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5422 BBounnam@clackamas.us	Clackamas County – Behavioral Health 2051 Kaen Road, Suite #154 Oregon City, OR 97045 (503) 742-5305 MaryRum@clackamas.us

**Subrecipient Data**

Finance/Fiscal Representative: <b>Josh Howard</b>	Program Representative: Brian Nelson
Teen Challenge International Pacific Northwest Centers 18600 SE McLoughlin BLVD Portland, OR 97267	Teen Challenge International Pacific Northwest Centers 18600 SE McLoughlin BLVD Portland, OR 97267

UEI: QJM5WKTG8BF7

**RECITALS**

1. COUNTY recognizes the critical need for comprehensive behavioral health and addiction recovery services, particularly for individuals disproportionately impacted by the COVID-19 pandemic. As such, COUNTY has identified the establishment of the Life Renewal Behavioral Health program as a vital initiative to address these pressing community needs.
2. COUNTY has chosen Teen Challenge International Pacific Northwest Centers to implement the Life Renewal Behavioral Health program based on their proven track record of providing effective services in addiction recovery and behavioral health.
3. Given the nature of the federal program funding this Agreement, COUNTY requires SUBRECIPIENT to adhere to all applicable regulations and guidelines, ensuring compliance with grant requirements and efficient utilization of funds. Additionally, SUBRECIPIENT is expected to maintain transparent reporting practices and collaborate closely with the County throughout the project duration.
4. This funding is being provided to SUBRECIPIENT for the services provided under their Life Renewal Behavioral Health program and more specifically to assist in the establishing of a new outpatient program at 18600 SE McLoughlin Blvd. The establishment of the Life Renewal Behavioral Health program represents a pivotal initiative aimed at addressing the behavioral health and addiction recovery needs of individuals severely impacted by the COVID-19 pandemic. In compliance with SLFRF expenditure category 1.13 Substance Use Services and the

## TEEN CHALLENGE INTERNATIONAL PACIFIC NORTHWEST CENTERS

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eligible behavioral health services stipulated in Treasury SLFRF guidance, COUNTY aims to enhance community well-being and promote sustainable recovery pathways for those in need.

○ Life Renewal – SUBRECIPIENT's behavioral health Division is focused on being a catalyst for change by blending evidence-based material with love and grace. Their approach to caring for clients is to help clients identify and replace life diminishing and unhealthy core beliefs using a cognitive behavioral model. Applying motivational interviewing techniques helps clients resolve their ambivalence and strengthen their motivation for change. Life Renewal Behavioral Health provides 6-16 hours a week Substance Abuse groups, individual sessions, Peer Support Services, and Mental Health Services that include the following and more:

- Relapse Prevention
- Family and other relationships
- Cognitive Skills
- Living in Balance
- Wellness in Recovery
- Healthy Thinking
- Self-Management of Addiction
- Genesis Process
- Seeking Safety
- Understanding and reducing anger
- Non-violent communication
- Grief and Loss
- Feelings
- Self-Control
- Denial
- Maintaining Positive
- DUII Services
- Managing my emotions
- Life Management
- Post-Acute Withdrawal
- Stages of Change

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (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 December 31, 2025, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period **January 1, 2024** and expiring **December 31, 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.
2. **Program.** The Program is described in Exhibit A: SUBRECIPIENT Scope of Work & 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 **American Rescue Plan State and Local Fiscal Recovery Funds** that is the source of the grant funding and other required information in Exhibits A-K, 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.

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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 America Rescue Plan Act State and Local Fiscal Recovery Funds (ARPA SLFRF – Assistance Listing Number ["ALN"] #: 21.027), passed through to COUNTY by the U.S. Department of the Treasury. The maximum, not to exceed, grant amount COUNTY will pay is **\$1,337,894**. This is a cost reimbursement grant. The award is conditional upon compliance with the terms herein and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Reimbursement Request. Failure to comply with the terms of this Agreement may result in County pursuing any rights and remedies available to it at law, in equity, or under this Agreement including, but not limited to, withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.

4.1. ARPA State and Local Fiscal Recovery Funds (ALN: 21.027)

- Amount passed to SUBRECIPIENT: \$1,337,894

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 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 as follows:
  - a. At COUNTY's discretion, upon thirty (30) days' written notice to SUBRECIPIENT;
  - b. Upon SUBRECIPIENT's default under this Agreement, following thirty (30) days' written notice with an opportunity to cure;
  - c. Upon mutual agreement by COUNTY and SUBRECIPIENT;
  - d. Immediately upon written notice provided by COUNTY that ARPA State and Local Fiscal Recovery Funds are no longer available for this purpose; and/or
  - e. Immediately upon 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

## **TEEN CHALLENGE INTERNATIONAL PACIFIC NORTHWEST CENTERS**

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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 project 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 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.
- a) **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 performance 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.

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- 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 facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, 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), (c), (f), (g), (i), (j), (k), (l), and (m), and all other rights and obligations which by their context are intended to survive.

## 12. Exhibits and Attachments.

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This document is comprised of the following exhibits and attachments:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget and Budget Narrative
- 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: Final Financial Report
- Exhibit H: 2 CFR 200.332(a) Required Information
- Exhibit I: Residual Supplies Inventory
- Exhibit J: Equipment Inventory
- Exhibit K: QSOBAA

If a conflict exists between the main body of this Agreement and the Exhibits, the Exhibits shall control.

*(Signature Page Follows)*



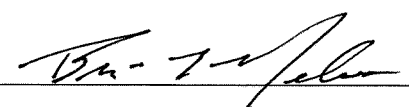
SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

TEEN CHALLENGE INTERNATIONAL PACIFIC NORTHWEST CENTERS

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

By: 


Its: \_\_\_\_\_

Its: COO

Dated: \_\_\_\_\_

Dated: 05/29/24

Approved to Form

By: 

County Counsel

Dated: 05/30/2024

**EXHIBIT A**  
**SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING**

<b>PROGRAM NAME:</b> Adult & Teen Challenge Project ALN # 21.027	<b>AGREEMENT No. 24-026</b>
<b>SUBRECIPIENT: TEEN CHALLENGE INTERNATIONAL PACIFIC NORTHWEST CENTERS</b>	

**Deliverables:**

No.	Description of Services Under <b>Life Renewal Program</b>	Estimated Duration
1: Peer Program	<p>This program is designed to help clients prior, during and after engagement in treatment services. The main goal is to walk with clients at a pace that they can sustain, to obtain the goals they determine they want to meet. In this program, SUBRECIPIENT aims to:</p> <ul style="list-style-type: none"> <li>Engage clients in treatment through various outreach initiatives; engaging with potential clients where they are located and on a regular basis. Ultimate goal is to open multiple community outposts to service the greater Clackamas county area.</li> <li>Until community outposts have been established, SUBRECIPIENT plans to use the organization's vehicles (vans) to; bring services to those in need; be a friendly face in the community; and engage in proactive events. The vehicles will be staffed with the Peer support team that have lived the life, understand where clients have been and are ready to lend a hand or an ear and when the time is right help them to engage in services.</li> <li>Assist clients who are engaged in treatment, through testimonies, skills development, outreach engagement event, fun in-recovery events, pro-social events, community development events and community support groups.</li> <li>Assist clients develop vocational and housing goals. Helping them to get connected with the right resources and trainings to becoming financially independent. Looking at housing options that fit their lifestyle and will support their new choices.</li> <li>Assist with after care as they transition out of regular care but still need support.</li> </ul>	01/01/2024 – 12/31/2025
2: Treatment Program	<p>This program will provide the following services:</p> <ul style="list-style-type: none"> <li>Substance Use Group</li> <li>Individual Therapy: Substance Use Disorder and Mental Health</li> </ul>	01/01/2024 – 12/31/2025

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	<ul style="list-style-type: none"> <li>• Psychiatric Evaluations and medication management</li> <li>• Driving Under the Influence of Intoxicants (DUII)</li> <li>• Peer Recovery groups</li> <li>• Peer Support Services</li> <li>• Peer Outings</li> <li>• Peer Outreach</li> <li>• Peer Engagement initiatives</li> <li>• Skills groups</li> <li>• Case Management</li> <li>• Vocational &amp; Housing Support</li> <li>• COMING SOON                             <ul style="list-style-type: none"> <li>○ Neurofeedback</li> <li>○ EMDR (eye movement desensitization reprocessing)</li> </ul> </li> </ul>	
3: Aftercare program	Provides clients directed care. Clients will have access to the treatment team. They can schedule sessions with their Mental Health (MH) or Substance Use Disorder (SUD) counselors as needed, continue to engage in their peer services and can meet regularly with transition groups to obtain support (in-person and online).	01/01/2024 – 12/31/2025
4	At this time, the SUBRECIPIENT has invested in the project planning, facility set-up phase one, regulatory compliance with the County and OHA (Oregon Health Authority), program development, technology integration, and budget and financial planning. The next phase will include staffing and training, outreach, marketing, quality assurance, and outcome reporting and documentation.	
5.	Annual report documenting progress towards achieving overall project goals and outcomes.	01/01/2024 – 12/31/2025
6.	Aggregated summary report of pre-assessment results of clients served and post-assessment results of clients served, to include initial assessments data and treatment plans developed. Final format of the report to be developed in collaboration between the County and SUBRECIPIENT, with attestation that individual client documentation is available for review by the County at its discretion.	01/01/2024 – 12/31/2025
7.	Report on revenue amounts per quarter and report on any variance.	01/01/2024 – 12/31/2025

**Milestones:**

No	Tasks/Milestones	Responsible Party	Estimated completion date
1	Per project budget, the SUBRECIPIENT is able to begin generating revenue in line with its budgeted projections	<b>SUBRECIPIENT</b>	
2	All project staff are fully onboarded and working on project by October 2024	<b>SUBRECIPIENT</b>	October 2024
3	Once fully staff, the program will serve 50-75 individuals	<b>SUBRECIPIENT</b>	

on any given day.		
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**Reporting:** SUBRECIPIENT will deliver to the County the following deliverables:

1.	Provide the following report including the following: <ul style="list-style-type: none"> <li>• Eligibility documentation per adult served</li> <li>• Demographics: age group; sex</li> <li>• # Households Served</li> <li>• # Individuals Served</li> <li>• Revenue amounts per quarter, including any variance from project budget</li> <li>• Aggregated summary report of pre-assessment results of clients served, and post-assessment results of clients served, (See deliverable #6 above for more information)</li> </ul>	<b>SUBRECIPIENT</b>	<b>Quarterly through 2-year period</b>  <b>Reporting due by 10<sup>th</sup> of month following end of quarter</b>
1.	Provide the following report including the following: <ul style="list-style-type: none"> <li>• Update and documentation of progress towards achieving overall project goals and outcomes.</li> </ul>	<b>SUBRECIPIENT</b>	<b>Annual through 2-year period</b>  <b>Reporting due by 10<sup>th</sup> of month following end of year</b>

**Fees:**

Maximum amount SUBRECIPIENT may be receive from County’s ARPA award is **\$1,337,894** over two years, through December 31, 2025. Allowable expenses to be reimbursed on cost-reimbursement basis.

**Payment Schedule:**

1. SUBRECIPIENT will send requests for reimbursement to County to reimburse for approved ARPA funds spent on program based on County approved budget, referencing grant agreement 24-026 and H3S Agreement # 11665.
2. Requests for reimbursement shall be submitted by the 10<sup>th</sup> of the month for the previous month. The final request for reimbursement shall be submitted by January 10, 2026 for December 2025 services.
3. Requests for reimbursement shall be submitted electronically to :

BHAP@clackamas.us

4. Requests for reimbursement 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 B**  
**SUBRECIPIENT Program Budget and Narrative**

**LIFE RENEWAL - MCLAUGHLIN**

Life Renewal  
 18600 SE Mcloughlin BLVD

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	2024 Total
<b>Revenue</b>													
Outpatient Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500	\$ 6,000	\$ 7,503	\$ 9,000	\$ 11,250	\$ 13,238	\$ 15,000	\$ 66,490
<b>Expense</b>													
Personnel	150	150	39,241	39,241	45,858	52,474	52,474	52,474	52,474	57,081	57,081	57,081	505,777
Occupancy	11,260	17,740	11,260	11,260	11,260	11,260	11,260	11,260	11,260	11,260	11,260	21,260	151,600
Vehicle expense	-	-	1,000	1,000	1,000	36,185	1,065	1,065	1,065	1,065	1,065	46,250	90,760
Program expense	2,899	7,764	7,824	6,724	7,224	8,837	7,049	8,099	8,099	6,849	8,449	9,099	88,916
De Minimus Indirect Costs	901	1,614	3,733	3,664	4,112	6,844	4,522	4,588	4,588	4,799	4,900	8,413	52,678
<b>Total Expense</b>	<b>15,210</b>	<b>27,268</b>	<b>63,059</b>	<b>61,889</b>	<b>69,454</b>	<b>115,600</b>	<b>76,370</b>	<b>77,486</b>	<b>77,486</b>	<b>81,053</b>	<b>82,754</b>	<b>142,103</b>	<b>889,730</b>
<b>Net Income</b>	<b>\$ (15,210)</b>	<b>\$ (27,268)</b>	<b>\$ (63,059)</b>	<b>\$ (61,889)</b>	<b>\$ (69,454)</b>	<b>\$ (111,100)</b>	<b>\$ (70,370)</b>	<b>\$ (69,983)</b>	<b>\$ (68,486)</b>	<b>\$ (69,803)</b>	<b>\$ (69,517)</b>	<b>\$ (127,103)</b>	<b>\$ (823,240)</b>

**LIFE RENEWAL - MCLAUGHLIN**

Life Renewal  
 18600 SE Mcloughlin BLVD

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	2025 Total
<b>Revenue</b>													
Outpatient Revenue	\$ 30,000	\$ 30,000	\$ 37,500	\$ 45,000	\$ 56,250	\$ 60,000	\$ 63,750	\$ 67,500	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 690,000
<b>Expense</b>													
Personnel	57,081	57,081	69,850	69,850	69,850	71,261	71,261	71,261	71,261	71,261	71,261	71,261	822,535
Occupancy	11,731	11,731	11,731	11,731	11,731	11,731	11,731	11,731	11,731	11,731	11,731	11,731	140,772
Vehicle expense	1,130	1,130	1,130	1,130	1,530	1,130	1,250	1,130	1,130	1,130	1,130	46,250	59,200
Program expense	7,874	7,837	7,124	7,524	7,837	9,524	7,624	8,524	8,524	7,274	8,874	9,524	98,063
De Minimus Indirect Costs	5,839	5,836	6,741	6,771	6,824	7,027	6,893	6,952	6,952	6,858	6,978	10,413	84,084
<b>Total Expense</b>	<b>83,655</b>	<b>83,614</b>	<b>96,575</b>	<b>97,005</b>	<b>97,771</b>	<b>100,673</b>	<b>98,759</b>	<b>99,598</b>	<b>99,598</b>	<b>98,254</b>	<b>99,974</b>	<b>149,178</b>	<b>1,204,654</b>
<b>Net Income</b>	<b>\$ (53,655)</b>	<b>\$ (53,614)</b>	<b>\$ (59,075)</b>	<b>\$ (52,005)</b>	<b>\$ (41,521)</b>	<b>\$ (40,673)</b>	<b>\$ (35,009)</b>	<b>\$ (32,098)</b>	<b>\$ (24,598)</b>	<b>\$ (23,254)</b>	<b>\$ (24,974)</b>	<b>\$ (74,178)</b>	<b>\$ (514,654)</b>

## **Budget Narrative**

### **2024**

#### **Personnel**

The staff members receive an annual salary of \$390,100 from the organization.

Total personnel expenses are broken down as follows:

Program Manager: 1.0 FTE

Salary (partial year) 2024: \$62,500 (total salary is \$75,000 however hire date is in March)

Fringe benefits: \$18,563

Receptionist: 1.0 FTE

Salary (partial year) 2024: \$34,667 (total salary is \$41,600 however hire date is in March)

Fringe benefits: \$10,296

Peer Support Specialist 1: 1.0 FTE

Salary (partial year) 2024: \$38,133 (total salary is \$45,760 however hire date is in March)

Fringe benefits: \$11,326

Peer Support Specialist 2: 1.0 FTE

Salary (partial year) 2024: \$36,400 (total salary is \$43,680 however hire date is in March)

Fringe benefits: \$10,811

Peer Support Specialist 3: 1.0 FTE

Salary (partial year) 2024: \$10,400 (total salary is \$41,600 however hire date is in October)

Fringe benefits: \$3,081

Qualified Mental Health Counselor (L-QMHC): 1.0 FTE

Salary (partial year) 2024: \$52,000 (total salary is \$62,400 however hire date is in March)

Fringe benefits: \$15,444

Billing Specialist: 1.0 FTE

Salary (partial year) 2024: \$43,333 (total salary is \$52,000 however hire date is in March)

Fringe benefits: \$12,870

Outreach Coordinator: 1.0 FTE

Salary (partial year) 2024: \$34,667 (total salary is \$41,600 however hire date is in March)

Fringe benefits: \$10,296

Substance Abuse Counselor: 1.0 FTE

Salary (partial year) 2024: \$41,600 (total salary is \$41,600 however hire date is in May)

Fringe benefits: \$12,266

Licensed Clinical Social Work Associate/Professional Counselor: 1.0 FTE

Salary (partial year) 2024: \$36,400 (total salary is \$62,400 however hire date is in June)

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Fringe benefits: \$10,724

Fringe benefits include: retirement contributions, social security, Medicare, workers compensation, unemployment, medical, Dental and Life insurance, and HRA.

**Occupancy**

The occupancy costs for maintaining the facility include various utility expenses and maintenance charges. Annually, \$5,352 is allocated for electricity usage, while \$1,476 is earmarked for natural gas. Additionally, \$3,456 is dedicated to water and sewer services, with \$1,416 reserved for garbage disposal.

To ensure the safety and security of the facility, the organization invests \$2,340 in facility insurance and \$6,480 has been allocated for an awning at the entrance of the facility. The organization also spends \$10,000 annually on equipment rent not related to office operations, for the use of specialized equipment for facility maintenance or other purposes.

Furthermore, \$120,480 is allocated for the rental of the facility itself, indicating a significant portion of the budget dedicated to leasing the space. However, there are no expenses listed for property taxes, or landlord CAM (Common Area Maintenance) charges.

Moreover, \$600 is budgeted for janitorial supplies, ensuring cleanliness and hygiene within the facility.

**Vehicle Expense**

The organization incurs various expenses related to its vehicular operations. Annually, \$7,000 is allocated for gasoline. Additionally, \$520 is designated for vehicle insurance to ensure coverage for potential risks.

Significantly, a substantial investment of \$80,000 is directed towards the purchase of vehicles. Moreover, \$240 is budgeted for vehicle licensing to ensure compliance with legal regulations. Additionally, \$3,000 is set aside for vehicle mileage reimbursement to compensate employees for the use of their personal vehicles for work-related purposes.

**Program Expense**

The organization's expenditures encompass a diverse range of operational and program-related costs. A sum of \$600 is allocated for student benefits, this is to support the clients with graduation event such as certificates, coins and celebratory cake to ensure that these momentous occasions



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are honored and celebrated. Additionally, \$3,000 is directed towards classroom and curriculum, Life Renewal is dedicated to helping clients to get the best care as such we are always looking for new curriculums to help our students in group we also purchase workbooks regular so they can have something tangible to take with them. \$950 is earmarked for conferences and seminars, investments in professional development or networking opportunities.

A significant portion of \$6,750 is dedicated to professional services, the cost of our EHR. Operational program expenses include \$1,116 for telephone service, \$672 for internet service, and \$1,800 for office supplies.

Furthermore, investments are made in office infrastructure with \$5,850 allocated for furniture and fixtures, and \$6,000 for office machines, computers, and software, as well as \$600 for printing needs. Permit and license requirements necessitate an investment of \$4,365, with an additional \$3,000 directed towards business licenses and dues.

Financial stability is maintained through an allocation of \$2,213 for financial expenses, which may include bank charges and service fees. A significant investment of \$22,000 is made in media and advertising efforts, aimed at increasing organizational visibility and outreach.

Neurofeedback project:

We would like to train our staff to provide this service to our clients. This therapeutic intervention helps clients regulate and improve brain function and alleviate various mental health conditions. We would be partnering with the Neurofeedback Advocacy group that would provide the initial training and equipment and then ongoing training for up to 1 year to help clinicians/ technicians to obtain comprehensive understanding. Each year we would elect 6 staff to be trained and the monthly cost would be \$500/ month for a total of \$30,000 in year one.

**Indirect Costs**

\$526,777 in Modified Total Direct Costs which includes \$505,777 for Personnel and \$21,000 for Program Expenses (Professional services - cost of EHR; office supplies; furniture and fixtures; office machines, computers, and software; and printing)

Eligible indirect amount for 2024: \$52,678.00

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**2025**

**Personnel**

The staff members receive an annual salary of \$636,960 from the organization

Total personnel expenses are broken down as follows:

Program Manager: 1.0 FTE

Salary 2025: \$76,313

Fringe benefits: \$22,244

Receptionist: 1.0 FTE

Salary 2025: \$42,328

Fringe benefits: \$12,338

Peer Support Specialist 1: 1.0 FTE

Salary 2025: \$46,561

Fringe benefits: \$13,572

Peer Support Specialist 2: 1.0 FTE

Salary 2025: \$44,444

Fringe benefits: \$12,955

Peer Support Specialist 3: 1.0 FTE

Salary 2025: \$42,328

Fringe benefits: \$12,338

Qualified Mental Health Counselor (L-QMHC): 1.0 FTE

Salary 2025: \$63,492

Fringe benefits: \$18,507

Billing Specialist: 1.0 FTE

Salary 2025: \$52,910

Fringe benefits: \$15,422

Outreach Coordinator: 1.0 FTE

Salary 2025: \$41,600

Fringe benefits: \$12,127

Substance Abuse Counselor 1: 1.0 FTE

Salary 2025: \$63,492

Fringe benefits: \$18,507

Substance Abuse Counselor 2: 1.0 FTE

Salary 2025: \$45,833 (to be hired in March 2025)

Fringe benefits: \$13,318

Licensed Clinical Social Work Associate/Professional Counselor: 1.0 FTE

**TEEN CHALLENGE INTERNATIONAL PACIFIC NORTHWEST CENTERS**

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Salary 2025: \$63,492

Fringe benefits: \$18,507

Clinical Supervisor: 1.0 FTE

Salary 2025: \$54,167 (to be hired in March 2025)

Fringe benefits: \$15,740

Fringe benefits include: retirement contributions, social security, Medicare, workers compensation, unemployment, medical, Dental and Life insurance, and HRA.

**Occupancy**

The expenditure breakdown for the facility includes various utility costs and maintenance expenses. The Organization allocates \$5,400 annually towards electricity usage, along with \$1,500 for natural gas. Water and sewer services incur costs of \$3,456, while garbage disposal expenses amount to \$1,416.

To ensure the facility's safety and security, the organization invests \$2,400 in facility insurance. Additionally, janitorial supplies are purchased at a cost of \$600 to maintain cleanliness.

Notably, there are no expenses listed for property tax, building repair and maintenance, equipment rent or purchase, or building remodeling. However, a significant portion of \$126,000 is allocated for the rental of the facility. However, there are no expenses listed for property taxes, or landlord CAM (Common Area Maintenance) charges.

**Vehicles Expense**

The Organization incurs various expenses related to its vehicle operations. Annually, \$12,000 is allocated for gasoline to fuel the vehicles. Maintenance and repair costs amount to \$400, while insurance premiums for vehicle coverage total \$1,560.

Significantly, the Organization invests \$45,000 in purchasing vehicles outright. Additionally, there's an expense of \$240 for vehicle licensing.

**Program Expense**

The organization's expenses reflect a diversified allocation of resources across various operational and programmatic areas. An investment of \$600 is directed towards student benefits, this is to support the clients with graduation event such as certificates, coins and celebratory cake to ensure that these momentous occasions are honored and celebrated. Additionally, \$3,000 is earmarked for classroom and curriculum, Life Renewal is dedicated to helping clients to get the best care as such we are always looking for new curriculums to help our students in group we

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also purchase workbooks regular so they can have something tangible to take with them. \$950 is allocated for conferences and seminars, for professional development or networking opportunities.

A significant portion of \$8,100 is dedicated to professional services is the cost of our EHR. Operational expenses include \$1,116 for telephone service, \$672 for internet service, and \$600 for television service, supporting essential communication and connectivity requirements.

Office-related expenditures encompass \$1,800 for office supplies and \$1,800 for furniture and fixtures, as well as \$600 for printing needs. Technological investments are made with a \$6,000 allocation for office machines, computers, and software.

Furthermore, permits and licenses necessitate an investment of \$1,500, with an additional \$3,000 directed towards business licenses and dues. Financial stability is maintained through an allocation of \$8,325 for financial expenses, including bank charges and service fees.

A significant investment of \$24,000 is made in media and advertising efforts, aimed at increasing organizational visibility and outreach.

Neurofeedback project:

We would like to train our staff to provide this service to our clients. This therapeutic intervention helps clients regulate and improve brain function and alleviate various mental health conditions. We would be partnering with the Neurofeedback Advocacy group that would provide the initial training and equipment and then ongoing training for up to 1 year to help clinicians/ technicians to obtain comprehensive understanding. Each year we would elect 6 staff to be trained and the monthly cost would be \$500/ month for a total of \$36,000 in year two.

**Indirect Costs**

\$840,835 in Modified Total Direct Costs which includes \$822,535 for Personnel and \$18,300 for Program Expenses (Professional services - cost of EHR; office supplies; furniture and fixtures; office machines, computers, and software; and printing)

Eligible indirect amount for 2025: \$84,084.00

**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>Teen Challenge International Pacific NW</u>	_____
Organization Name	Award Number or Project Name
<u>BRIAN L. NELSON</u>	_____
Name and Title of Authorized Representative	
<u>[Signature]</u>	<u>05-29-24</u>
Signature	Date

**EXHIBIT D  
 REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST**

<b>EXHIBIT D: SUBRECIPIENT REQUEST FOR REIMBURSEMENT</b>						
<b>CLACKAMAS COUNTY BEHAVIORAL HEALTH DIVISION</b>						
<b>TEEN CHALLENGE INTERNATIONAL PACIFIC NORTHWEST CENTERS</b>						
<b>SUBRECIPIENT:</b> <b>TEEN CHALLENGE INTERNATIONAL PACIFIC NORTHWEST CENTERS</b>					<b>CLAIM PERIOD:</b>	Note: This fo derives from the approve budget in yo grant agreement. expenditure must have adequate supporting documentati
<b>Program Name:</b> <i>Adult &amp; Teen Challenge Project</i>						
<b>Program Contact:</b>						
<b>Agreement Term:</b> <i>January 01, 2024 – December 31, 2025</i>						
<b>Jul-24</b>						
<b>Agreement Number: 24-026 H3S Agreement Number: 11665</b>						
<b>Category</b>	<b>Approved Grant Amount</b>	<b>Monthly Grant Expenditure</b>	<b>Total Monthly Expenditure</b>	<b>YTD Grant Expenditure</b>	<b>Balance</b>	
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)						
[Funded Position Name - Salary]	\$ -	\$ -	\$ -	\$ -	\$ -	
[Funded Position Name - Fringe]	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Personnel Services</b>	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Supplies</b>						
Phone, computer, etc.	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Travel</b>						
Mileage (\$.xxx/mile x 200 miles)	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Additional (please specify)</b>						
Client assistance (bus tickets, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Programmatic Costs</b>	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Indirect Rate (10% de minimis)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Grant Costs</b>	\$ -	\$ -	\$ -	\$ -	\$ -	

**Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.**

**CERTIFICATION**

*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).*

Prepared by: \_\_\_\_\_  
Authorized SUBRECIPIENT Official: \_\_\_\_\_  
Date: \_\_\_\_\_

**Department Review.**

**Project Officer Name:**

**Department:**

**Signature:** \_\_\_\_\_

Department: forward to Grant Accountant for review and processing

Grant Accountant  
Initial/Date:

**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: [21.027]

**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 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.** SUBRECIPIENT chooses the federal de minimis rate of 10% of modified total direct costs (“MTDC”) for indirect cost recovery on this award.



## TEEN CHALLENGE INTERNATIONAL PACIFIC NORTHWEST CENTERS

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- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Reimbursement Request.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A.
- 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 completed Exhibit D: Reimbursement 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 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) 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 9 months from SUBRECIPIENT’s fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- 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.

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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 American Rescue Plan State and Local Fiscal Recovery Funds, 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 K and incorporated by this reference herein.

### 13. Default

- a) **Subrecipient's Default.** SUBRECIPIENT will be in default under this Agreement upon the occurrence of the following:
  - a. SUBRECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
  - b. 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;
  - c. 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;
  - d. 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.

### 14. Remedies

- a) **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

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grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any 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.

- b) **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.

### 3. 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 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

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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.

**EXHIBIT F**  
**SUBRECIPIENT INSURANCE REQUIREMENTS**

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

1. **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

2. **Commercial General Liability.**

Required by COUNTY     NOT Required by COUNTY

SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

3. **Commercial Automobile Liability.**

Required by COUNTY     NOT Required by COUNTY

SUBRECIPIENT shall obtain at SUBRECIPIENT expense and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.

4. **Professional Liability.**

Required by COUNTY     NOT Required by COUNTY

SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

5. **Abuse and Molestation Clause.**

Required by COUNTY     NOT Required by COUNTY

As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers.

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Policy endorsement's definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT's employees and volunteer. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

**6. Privacy and Network Security.**

Required by COUNTY     NOT Required by COUNTY

SUBRECIPIENT shall obtain Privacy and Network Security coverage in a form and with cover satisfactory to COUNTY, that provides 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.

**7.Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" [ADD STATE IF NECESSARY] as an additional insured.

**8.Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

**9.Insurance Carrier Rating.** Coverage 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.

**10.Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. 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 10 days prior to coverage expiration.

**11.Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

**12.Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

**13.Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

<b>Program Name:</b> <i>Adult &amp; Teen Challenge Project (ARPA)</i>	<b>Agreement #:</b> <i>24-026/H3S #: 11665</i>
<b>Federal Award #:</b> <i>1505-0271</i>	<b>Date of Submission:</b> <i>XX/XX/XX</i>
<b>Subrecipient:</b> <i>TEEN CHALLENGE INTERNATIONAL PACIFIC NORTHWEST CENTERS</i>	
<b>Has Subrecipient submitted all requests for reimbursement?</b> <i>Y/N</i>	
<b>Has Subrecipient met all programmatic closeout requirements?</b> <i>Y/N</i>	

## Exhibit G: 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:	<b>\$1,337,894</b>
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 H**  
**2 CFR 200.332(a) REQUIRED INFORMATION**

Federal award identification	
<b>SUBRECIPIENT Name:</b>	TEEN CHALLENGE INTERNATIONAL PACIFIC NORTHWEST CENTERS
<b>SUBRECIPIENT Unique Entity Identifier:</b>	QJM5WKTG8BF7
<b>Federal Award Identification Number (FAIN):</b>	1505-0271
<b>Federal award date:</b>	5/11/21
<b>Period of Performance (This Agreement):</b>	January 1, 2024 – December 31, 2025
<b>Budget Period (This Agreement):</b>	January 1, 2024 – December 31, 2025
<b>Amount of federal funds obligated by this action to SUBRECIPIENT:</b>	\$1,337,894
<b>Total amount of all federal funds obligated to SUBRECIPIENT including the current financial obligation:</b>	\$1,337,894
<b>Total amount of federal award committed to SUBRECIPIENT:</b>	\$1,337,894
<b>Pass-through entity identifying number:</b>	24-026
<b>Name of pass-through entity:</b>	Clackamas County
<b>Contact information for awarding official of the pass-through entity:</b>	Mary Rumbaugh MaryRum@clackamas.us
<b>Federal awarding agency:</b>	U.S. Department of the Treasury
<b>Assistance Listing Number (ALN) &amp; Title:</b>	21.027 Coronavirus State and Local Fiscal Recovery Funds
<b>Is Award for Research and Development?</b>	No
<b>SUBRECIPIENT indirect cost rate on this Agreement:</b>	Federal de minimis 10%



<b>Project Name:</b> <i>Adult &amp; Teen Challenge Project (ARPA)</i>	<b>Agreement #:</b> <i>24-026</i>
<b>Federal Award:</b> <i>#1505-0271</i>	<b>Date of Submission:</b> <i>XX/XX/XX</i>
<b>Subrecipient:</b> <i>TEEN CHALLENGE INTERNATIONAL PACIFIC NORTHWEST CENTERS</i>	
<b>Is this program continuing beyond the expiration of this agreement?:</b> <i>Y/N</i>	
<b>If yes, does the subrecipient request to continue to use all or part of the supplies? Y/N</b> <i>(If yes, identify all such supplies below by marking with a highlighter)</i> <b>OR</b> <b>Does the subrecipient request the use of the supplies on</b> <b>other federally supported activities (2 CFR 200.314(a))?</b> <i>Y/N</i>	

**Exhibit I: Residual Supplies Inventory**  
 Supplies with an Aggregate, Current Fair Market Value of  
 \$5,000 or more and purchased with Federal Grant Funds

*Attach more sheets if necessary*

Items Description	Location	Estimated Current Fair Market Value	Disposition Date & Price, if applicable

Subgrantee's Certifying Official (printed): \_\_\_\_\_

Subgrantee's Certifying Official (signature): \_\_\_\_\_

Subgrantee's Certifying Official's title: \_\_\_\_\_

Subgrantee's Certifying Official's telephone: \_\_\_\_\_

<b>PROJECT NAME:</b> <i>Adult &amp; Teen Challenge Project (ARPA)</i>	<b>AGREEMENT #24-026</b>
<b>Federal Award #:</b> <i>1505-0271</i>	<b>Date of Submission:</b> <i>XX/XX/XX</i>
<b>SUBRECIPIENT:</b> TEEN CHALLENGE INTERNATIONAL PACIFIC NORTHWEST CENTERS	
<b>Is this program continuing beyond the expiration of this agreement?:</b> <i>Y/N</i>	
<b>If yes, does the subrecipient request to continue to use all or part of the equipment? Y/N</b> <i>(If yes, identify all such equipment below by marking it with a highlighter)</i> <b>OR</b> <b>Does the subrecipient request the use of the equipment on other federally supported activities? Y/N</b> <b>If subrecipient does not request continued use of items of equipment, the federal agency will issue disposition instructions. Other agency-specific requirements may apply.</b>	

### Exhibit J: Equipment Inventory

Items of Equipment with a Current Fair Market Value of \$5,000 or more and purchased with Federal Grant Funds

*Attach more sheets if necessary*

Title Holder/Funding Source (e.g. subrecipient/ agency)	Item Description	Serial #	Location and condition**	Acquisition Date/Cost	Estimated Current Fair Market Value	Disposition Date & Price, if applicable

\*\* - *E (Excellent)*      *VG (Very Good)*      *G (Good)*      *F (Fair)*      *P (Poor)*

Subgrantee's Certifying Official (printed): \_\_\_\_\_

Subgrantee's Certifying Official (signature): \_\_\_\_\_

Subgrantee's Certifying Official's title: \_\_\_\_\_

Subgrantee's Certifying Official's telephone: \_\_\_\_\_

**EXHIBIT K**  
**QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT**

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 **Teen Challenge International Pacific Northwest Centers** (“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).
- 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.

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- 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 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

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- 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.
- 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,

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- 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,
    - 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

- 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

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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)

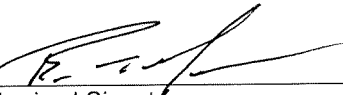


**SIGNATURE PAGE FOR QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE  
AGREEMENT**

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

**Business Associate**  
*Teen Challenge International Pacific  
Northwest Centers*

**Covered Entity**  
*Clackamas County*

By:   
\_\_\_\_\_  
Authorized Signature

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

Title: *COO*  
\_\_\_\_\_

Title: \_\_\_\_\_

Date: *05-29-24*  
\_\_\_\_\_

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

