Health, Housing & Human Services
CLACKAMAS COUNTY

Rodney A. Cook
Director

September 5, 2024 BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Technical Resource Management, LLC for Behavioral Health Laboratory Testing Services. Contract value is $900,000 for 5 Years. Funding is through Fees for Services. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues – September 4, 2024		
Performance Clackamas	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	**Procurement Review**	No
Contact Person	Sarah Jacobson	**Contact Phone**	503-742-5303

EXECUTIVE SUMMARY: The purpose of this agreement is to engage laboratory testing services for the Health Centers Division's Behavioral Health Clinics. Services under this agreement include testing for prescription drugs, over-the-counter drugs, and street drugs. This agreement facilitates the functioning of HRSA-required behavioral health services within the Health Centers Division, including the operation of the treatment court programs in cooperation with the Clackamas County Courts.

Drug testing is a crucial intervention in substance use disorder treatment and is considered best practice to include it in comprehensive treatment programs. However, it is not mandatory for everyone, as it is only required for clients receiving court-ordered SUD treatment or those with drug testing as part of their probation conditions. This includes clients participating in treatment court programs or those involved in DUII treatment. The Oregon Health Authority requires drug testing as part of DUII treatment services, and national best practice standards and Oregon Specialty Court Standards from the Criminal Justice Commission also mandate drug testing in all treatment court programs.

RECOMMENDATION: The staff respectfully recommends that the Board of County Commissioners approve this agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

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

For Filing Use Only

CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #9424

This Personal Services Contract (this "Contract") is entered into between **Technical Resource Management, LLC dba Cordant Health Solutions** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of its Health, Housing, and Human Services (H3S) Department, Health Centers Division.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2029. This Contract may be renewed for two (2) additional two-year terms upon the mutual agreement of both parties.

2. **Scope of Work.** Contractor shall provide the following personal services: laboratory-testing services ("Work"), as described in RFP 2023-106 the negotiated scope of which is attached hereto as **Exhibit A.**

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Nine Hundred Thousand dollars ($900,000), for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Provided, however, that Contractor may submit an invoice in the proper form for costs of Urinary Analysis (UA), when not covered by a patient's insurance, within 120 days after the end of the month in which the services were rendered. If the invoice for the UA work is not presented within 120 days, Contractor waives any rights to present such invoice thereafter and to receive payment therefore. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

   Invoices shall reference the above Contract Number and be submitted to:
   HealthCenterAP@clackamas.us

5. **Travel and Other Expense.** Authorized: ☐ Yes ☒ No
   If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: https://www.clackamas.us/finance/terms.html.Travel expense reimbursement is not in excess of the not to exceed consideration.

6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B Exhibit C and Exhibit D.

7. Contractor and County Contacts.

Contractor Administrator: Decia Stenzel Phone: 612-616-5807 Email: dstenzel@cordanths.com	County Administrator: Adam Kearl Phone: 503-742-5319 Email: AKearl@clackamas.us

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.

3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.

5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the

County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

   However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

☒ Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
☒ Required – Commercial General Liability: combined single limit, or the equivalent, of not less than $1,000,000 per occurrence, with an annual aggregate limit of $2,000,000 for Bodily Injury and Property Damage.
☒ Required – Professional Liability: combined single limit, or the equivalent, of not less than $1,000,000 per claim, with an annual aggregate limit of $2,000,000 for damages caused by error, omission or negligent acts.
☒ Required – Automobile Liability: combined single limit, or the equivalent, of not less than $1,000,000 per accident for Bodily Injury and Property Damage.
☒ Required – Cyber Liability: combined single limit, or the equivalent, of not less than $1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. **LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.

11. **NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. **OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

13. **REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. **SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

15. **SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. **SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. **SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. **TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. **TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

    Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. **REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. **NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.

23. **FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. **FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, storms terrorism, riot, acts of God, road or transportation shutdowns, epidemic, pandemic, act of government or war, or any other causes which are not within reasonable control of the party affected in each case. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. **WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. **PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
    a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
    b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
    c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
    d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
    e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
    f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. **NO ATTORNEY FEES**. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. **CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(11)).

    Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("**Confidential Information**"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and

to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. RESERVED

31. COOPERATIVE CONTRACTING. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

32. RESERVED

33. HIPAA COMPLIANCE. Contractor 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 any amendments thereto, as well as the confidentiality requirements set forth in 42 C.F.R. Part 2 regarding substance abuse disorders and treatments. Contractor shall further execute the Qualified Service Organization Business Associate Agreement, attached hereto as **Exhibit C** and incorporated by this reference herein.

34. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

[SIGNATURE PAGE TO FOLLOW]

Technical Resource Management, LLC dba Cordant Health Solutions

Digitally signed by Decia J Stenzel
Date: 2024.07.31 14:57:17 -05'00'

Authorized Signature Date

Decia J Stenzel

Digitally signed by Decia J Stenzel
Date: 2024.07.31 14:57:56 -05'00'

Name / Title (Printed)

1576794-90

Oregon Business Registry #

FLLC/DE

Entity Type / State of Formation

Clackamas County

Chair Date

Name

Approved as to Form:

Andrew Naylor

Digitally signed by Andrew Naylor
Date: 2024.08.05 12:33:14 -07'00'

County Counsel Date

EXHIBIT A
RFP 2023-106 NEGOTIATED SCOPE

3.2 BACKGROUND

Clackamas County, through its Clackamas County Health Centers Division ("CCHCD") is part of the Health, Housing, and Human Services department of Clackamas County that provides a wide variety of mental health and addictions treatment services to children, youth, families and adults. CCHCD's Behavioral Health Program provides coordination, assessment, outreach and recovery services for Clackamas County residents experiencing mental health and addiction distress. These services are provided in Behavioral Health Clinics located in Milwaukie and Sandy and through integrated care at Primary Care Clinics in Oregon City, Gladstone, and Clackamas. CCHCD clinics are a Federally Qualified Health Center ("FQHC") providing care to 16,858 patients with 106,340 visits in 2023. The health centers are considered "safety net clinics" and our mission is to serve vulnerable populations.

3.3. SCOPE OF WORK

3.3.1. Scope:

MEDICAL LABORATORY TESTING:
Contractor shall provide laboratory testing services to include testing for prescription drugs, over the counter drugs, and street drugs (e.g., SPICE, KRATOM, etc.). These and other unspecified tests may be ordered as needed. All lab tests must be performed onsite at the Contractor's licensed laboratories or at County's Health Centers (listed below) and performed by licensed personnel, unless otherwise agreed to in the final Agreement. All testing will be performed according to manufacturer's specifications for all requests and instruments, as in ***CAP-FDT and/or CLIA*** approved package inserts or appropriate manufacturer accreditation body which has been reviewed and accepted by the laboratories modified protocol.

COLLECTION SITES:
Collections will be conducted by Contractor and occur at American Family Care (AFC) Urgent care sites Monday – Friday, 8:00 am – 6:00 pm and Saturday – Sunday, 9:00 am – 4:00 pm.

On site collectors will be provided at the following sites starting at a date and time to be determined by the County. Processes and workflows for onsite collection shall be determined by the County and implemented prior to the start of onsite collection work.

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- Lake Road Health Center, 6605 SE Lake Rd. Milwaukie, OR 97222
- Sandy Health Center, 39740 Pleasant St. Sandy, OR 97055

Contractor will employ two female and two male collector to work at the Lake Road Health Center location Monday - Friday 8:00 am – 6:00 pm. and at the Sandy clinic Tuesdays, Wednesdays, and Thursdays 3:00 – 6:00 pm.

Contractor will provide all supplies to include specimen containers, cups, labels, oral fluid kits, and COC forms. To include a commode specimen collector (a pan that fits into the toilet for use

in collecting urinalysis specimens from a female). Samples submitted for testing shall contain the required minimum amount of urine, ordinarily 60cc or two ounces. Contractor must disclose if the collection site(s) is subcontracted with laboratory to perform specimen collections

LABORATORY CONSULTATION:

Contractor shall provide expert toxicologist consultation services, including microbiology, and other consultation services as needed to aid providers with test result interpretation. Contractor's staff shall be available to consult with CCHCD by telephone during normal laboratory working hours to discuss Laboratory's procedures and to provide the status of test results. Additionally, Contractor shall have a toxicologist or certified personnel employed on call at Contractor's address for telephone consultations, at no additional cost.

TEST RESULTS:

Contractor must perform the test within 24 - 48 hours of receipt. The Contractor will advise CCHCD staff if the results are positive. Urine and oral fluid screening typically within 24-48 hours of receipt of sample for negative results and 72-96 hours for specimens in need of confirmation testing or LC/MS/MS based screening tests, excluding weekends/holidays., if the results are positive (except weekends, in which case test results are to be reported on the first business day following the weekend and notification will be sent to a laser printer or fax number at the appropriate site). A secured platform or other form of communication will be agreed to on how test results will be submitted to CCHCD. Screenings testing positive must be retained by the Contractor for a minimum of 30 days for possible retesting, if requested. Include validity testing on each specimen at no additional costs. A separate and different method from the basic EIA (Enzyme Immunoassay) screen shall be used for confirmation of all non-negative screens. Specimens found to be "non-negative" by the EIA screen shall be confirmed by GC/MS (Gas Chromatography / Mass Spectrometry), LC/MS/MS (Liquid Chromatography / Tandem Mass Spectrometry), or any other method demonstrating equal specificity, sensitivity, and reliability. If necessary because of litigation, Contractor must provide a qualified expert witness to testify as to Contractors' procedures employed as well as accuracy and reliability of test results. Contractor staff may be required to testify by phone. Additionally, Contractor must be able to prove COC. Any retesting shall be done by Contractor at no additional cost.

PERFORMANCE REQUIREMENTS:

Contractor and their Collection site(s) and must adhere to and comply with all applicable local, federal and state licensure laws. Contractor must demonstrate a satisfactory intrinsic quality control program and must participate in one or more proficiency testing programs conducted by local, state, federal or professional groups, and must have demonstrated satisfactory last two years. Contractor will provide results of proficiency testing to the County at least annually. The collection site(s) must be licensed under OAR 333-024-0305 to 333-024-0350.

QUALITY OF SERVICE:

Contractor agrees that all lab tests will be performed onsite at the Contractor's licensed laboratory or collection site(s) and performed by licensed personnel, except as noted in the subcontracting section of this contract. Contractor also agrees to have a toxicologist or other certified expert employed on call for telephone consultations at no additional cost.

REPORTING:

Contractor shall provide reports to clinic staff detailing the description and cost of each test, or any other reports on demand. Results of tests performed on specimens of a special nature (special

chemistries, tissues, etc.) will, in most cases, be delivered or transmitted back to CCHCD within the times set forth in the Laboratory's then current turn-around-time schedule. Contractor shall comply with the reporting requirements of the County including but not limited to: progress, status and performance reports necessary to support progress payments or cost reimbursements.

BASIC SCREENING PROCEDURES:

All testing will be performed according to manufacturers' specifications for all requests and instruments, as in ***CAP-FDT and/or CLIA*** approved package inserts or appropriate manufacturer accreditation body which has reviewed and accepted the Contractor's modified protocol. All ***CAP-FDT and/or CLIA*** protocols and guidelines will be followed.

CONFIRMATION OF POSITIVE TESTS:

Contractor must perform adulteration testing on all submitted specimens. Specimens containing nitrate at concentrations ≥1000 ug/ml will be reported as "specimen adulterated - presence of nitrate detected". All nitrate-positive specimens will be stored frozen by Contractor for one year. A separate and different method from the basic EIA (Enzyme Immunoassay) screen shall be used for confirmation of all non-negative screens. Specimens found to be "non-negative" by the EIA screen shall be confirmed by GC/MS (Gas Chromatography / Mass Spectrometry), LC/MS/MS (Liquid Chromatography / Tandem Mass Spectrometry), or any other method demonstrating equal specificity, sensitivity, and reliability. Additionally, pH, specific gravity and glutaraldehyde testing will be performed on suspect samples. Complete Specimen Validity Testing, including but not limited to pH, Creatinine, specific gravity, dilution and oxidants, are to be performed on every sample at no additional cost. Contractor will provide expert toxicologist consultative services in regards to specific questions about drug screen testing and results at no additional cost.

QUALITY CONTROL:

Contractor must have a quality control program. The program shall, at a minimum, including all of the following:

- A mechanism to determine and monitor turnaround time for results of samples;
- A mechanism for determining, reporting and monitoring test report errors;
- A mechanism to resolve problems determined as a result of items 1 and 2 above;
- A mechanism for review of professional staff qualifications including licensure.

Quality control records will be available upon request. Contractor will meet industry standards on Chain of Custody (COC) requirements.

SUPPORT SERVICES:

Contractor shall provide telephone support to resolve specimen issues and/or ordering issues (i.e. quantity not sufficient, missing specimen, wrong specimen type, wrong order placed, etc.). Additional telephone support will be provided for inquiries regarding testing options and delayed or missing test results. Contractor shall designate one or more person(s) responsible for Contractor's work for the County. Contractor shall provide names, addresses, and telephone numbers of such person(s) and shall keep this information current at all times.

RECORDS MAINTENANCE/ACCESS/CONNECTIVITY:

CCHCD has one certified Electronic Health Record ("EHR") System. This system will require laboratory testing firms to interface with this EHR through a HL7 server for receiving lab orders

and reporting lab orders into the EHR. Requirements for systems access would also be required. CCHCD participates in the Meaningful Use Incentive Program and requires data from reports to be transmitted electronically into the EHR. All behavioral health clinics have an EHR which has the labs ordering and reporting functions up and running.

Contractor shall provide bidirectional interface connectivity and back up connectivity in the event of power outages or similar events so that results may be obtained in case of EHR service interruption. Contractor, and its subcontractors, shall maintain all fiscal records relating to the Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain all other records pertinent to the Agreement and shall do so in such a manner as to clearly document Laboratories performance.

County and the Federal government and their duly authorized representatives shall have access, and Contractor shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to the Agreement to perform examinations and audits and make excerpts and transcripts.

Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

INDIGENT AND UNINSURED PATIENT TESTING:

Contractor agrees to provide laboratory testing services to CCHCD's indigent and uninsured patients at discounted fees on a sliding fee scale (sample from prior year attached as Exhibit D) based on the then current Federal Poverty Guidelines and each discount shall mirror the discount charged to the patient by CCHCD (current discount scale is included as Exhibit D) for services furnished to the patient directly by CCHCD. Discounted services shall be limited to Contractor's routine and non-esoteric testing services which can be performed at one of the Contractor's local facilities, as may be modified from time to time by Contractor and such additional services as the parties may agree.

BILLING SERVICES:

Providers include Medicare/Medicaid, Third Party and Self Pay billings. In terms of primary payers for services, the current breakdown for CCHCD's patient population is approximately 75% Medicaid, 20% uninsured, and 5% other (e.g., self-pay, private insurance, etc.). Contractor shall bill patient insurance carriers and bill self-pay patients who do not have insurance.
No patient fees will ever be sent internally or externally to collections and Federal Poverty Guidelines shall be applied when determining sliding fees to patient billing. The current discount schedule that shall be applied to fees for are set forth in Exhibit D. This scale may be updated as a result of any Federal Poverty Guidelines change. If insurance is billed first for a patient and there is a remaining balance, the sliding fee discount shall be applied to the remaining balance, co-pays , deductibles, and co-insurance shall be exempt from the sliding fee scale, however the fee scale shall apply to all billing that is not a co-pay.
Contractor shall provide CCHCD with options to select the sliding scale options in the web-based (Sentry) system when initiating lab services. The options shall include the percentage of allowance received from CCHCD.

CCHCD shall select the appropriate sliding scale option in Sentry in order to ensure accurate billing. In accordance with legal and regulatory requirements, Laboratory agrees to bill the patient or other responsible party (e.g., Medicare, Medicaid, Commercial Insurance, self-pay, etc.) for testing performed under an Agreement. CCHCD agrees to promptly provide Laboratory with all necessary information to accomplish such billing and collection of amounts due. In accordance with an agreed upon process, Contractor may submit to County a monthly reimbursement request for amounts that Contractor is unable to collect from patients. County will review said requests and make reimbursement payments in accordance with the agreed upon process. Residual reimbursement requests shall be at the sliding scale rates in Exhibit D. CCHCD is committed to stabilizing and maintaining the cost of tests for its patients. Contractor must document cost increases in the services required. Increases shall be granted at the sole discretion of County and shall not exceed the lesser of 3% annually, or the annual percentage increase to the Consumer Price Index, West Region (https://www.bls.gov/regions/west/home.htm) for the applicable period of time. The County's fee increase considerations may include factors such as availability of funding, the County's best interest, and other factors as determined by the County.

PAYMENT AND INVOICE:

Contractor shall provide an itemized invoice for each location at the end of each calendar month. The invoice is to include the following information:

- Patient name
- Lab test identifying number
- Test performed
- Date of test
- Program
- Cost of each service provided

CONTACT PERSONS:

Contractor shall designate one or more person(s) responsible for communication and facilitation of Contractor's work for the County. Contractor shall provide names, business addresses, and telephone numbers of such person(s) and shall keep this information current at all times. This person(s) shall also be reasonably available to attend virtual meetings regarding Contractor performance and/or other matters related to services provided by Contractor.

SPECIFICATIONS OF METHODOLOGY:

SENSITIVITY: Contractor shall detect and identify at least the following drugs and metabolites by basic screen at the minimal levels or lower stated.

	DRUGS TO BE TESTED	**CUT-OFF LEVELS**
1.	Morphine (total, free, or glucuronide)	300 ng/ml
2.	6-Acetylmorphine	6 ng/ml

3.	Methadone (& metabolite)	300 ng/ml
4.	Codeine	300 ng/ml
5.	Other Opiates - including Oxycodone/OxyContin	300 ng/ml
6.	Barbiturates (including but not limited to Armobarbital, Phenobarbital, Pento-Barbital, Butabarbital, Nexobarbital, Secobarbital)	200 ng/ml
7.	Amphetamines (including but not limited to d-amphetamine and methamphetamine)	300 ng/ml
8.	Cocaine (free)	300 ng/ml
9.	Cocaine Metabolite (benzoylecgonine)	300 ng/ml
10.	Benzodiazepines	300 ng/ml
11.	Phencyclidine (PCP)	25 ng/ml
12.	Fentanyl	0.2 ng/ml
13.	THC of THC Metabolite	50 ng/ml
14.	Ethyglucuronide – ETG	1000 ng/ml
15.	Hydromorphone	Determined after Award
16.	Hydrocodone	Determined after Award
17.	MDMA	Determined after Award
18.	Bath Salts	50 ng/ml
19.	Soma	Determined after Award

20.	Kratom	Determined after Award
21.	Flexeril	Determined after Award
22.	Naltrexone	Determined after Award
23.	Buprenorphine (Suboxone)	Determined after Award
24.	Propoxyphene or Propoxyphene Metabolite	Determined after Award
25.	Synthetic Cannabinoids (K2, SPICE, JWH-018, JWH-073, JWH-250, JWH-122, JWH-398, JWH-200, RCS-4, AM-2201, MAM-2201, UR-144, XLR-11)	10 ml
26.	DXM	Determined after Award
27.	Panel that Tests for all drugs/cut-off levels listed in rows 1 through 17* (Preferred to single price of each drug listed above, most desired is a panel encompassing all)	As applicable
	*Sensitivity levels are based on industry standards. CCHCD requires actual ng/ml value.	

Contractor shall provide a panel that tests for all drugs listed above.

3.3.2. Work Schedule:

WORKING HOURS OF OPERATION:

Contractor's collection site(s) staff onsite at Health Centers must be available Monday through Friday 8:00 am – 6:00 pm and Saturday – Sunday 9:00 am – 4:00 pm.
Collections will occur at AFC urgent care until onsite collectors are in place and available. At that time, AFC will continue to provide weekend and coverage support for testing.

EXHIBIT B
CONTRACTORS RESPONSE

Cordant Health Solutions®

Response to Request for Proposals

Laboratory Testing for Clackamus County Health Centers Division

Due: February 5, 2024, 2:00 pm Pacific

Submitted by:

Cordant Health Solutions
5604 Fortune Circle South Drive, Suite N
Indianapolis, IN 46241

Designated Contacts:

Staci Hart
Vice President, Sales
Phone: 707.843.1618
Email: shart@cordanths.com

Rachel Sanders
Sr. Proposal Manager
Phone: 361.500.2114
Email: rsanders@cordanths.com

Section 1 – Proposer's General Background and Qualifications (5.2)

Technical Resource Management, LLC dba Cordant Health Solutions®, herein referred to as "Cordant," has a successful 30-year history of providing quality toxicology services. Our Flagstaff and Indianapolis laboratories have been operating since 1994 and 2021, respectively. These two high-volume, certified drug testing laboratories focus on government and criminal justice drug testing, processing thousands of samples per day from all 50 states -- while maintaining a laser focus on test result accuracy. Cordant's specialty is legally defensible laboratory drug testing on urine and oral fluid specimens for all common drugs of abuse, as well as designer substances like Spice/K2 and Bath Salts. We also offer a state-of-the-art drug testing management solution that aligns with industry best practices (Cordant Sentry™), an emphasis on efficiency and cost containment, and key certifications (CAP-FDT and CLIA) that support legal defensibility.

Cordant has significant experience managing both local and state government contracts of all sizes. Our labs process samples for over 700 clients, representing government agencies from across the country. We test four million specimens per year, including over 15,000 specimens per day from criminal justice agencies and treatment providers nationwide. Our clients include government municipality, county, and state judicial departments, specifically, drug courts, probation departments, parole departments, community corrections, pre-trial services, child protective services and juvenile justice groups.

Due to our long history of working with agencies similar to yours, we understand the challenges you face. Our cutting-edge drug testing solution assists agencies, officers, judges and case workers by improving the supervision of your client population. Cordant has emerged as a recognized thought leader in the toxicology industry, devoting significant resources to research and development, improving outcomes, reducing costs and leveraging technology to advance the science of forensic drug testing, particularly in criminal justice and treatment settings.

Cordant Sentry™ - State of the Art Drug Testing Data Management

Cordant Sentry ™ is an integral part of the services we provide. Sentry is currently used by many treatment providers, drug courts and social services agencies across the country, helping to fortify supervision, save money and save time. We understand that the County is currently using Sentry for results reporting. We can continue with this approach, or can modify your results reporting process according to your preference.

Cordant Sentry is HIPAA compliant and is designed to be fully aligned with industry best practices, including guidance from the American Society of Addiction Medicine, the National Council for Behavioral Health and the National Association of Drug Court Professionals. Further, Sentry creates efficiencies at every step in the substance abuse monitoring value stream: offender enrollment and photo capture, randomization, notification for testing by IVR (Interactive Voice Response) phone system, no call and no show reporting, electronic chain of custody (no handwriting or typing -- to eliminate data transfer errors) and results reporting in real time. Users can modify the testing workload to accommodate staffing levels and the gender of collectors.

A key Sentry feature, and a favorite of most case managers, is the email alert feature for missed calls, missed tests, and abnormal/normal drug test results. With the ability to receive alerts for noncompliant clients, case workers have the ability to intervene quickly. Sentry is typically included in Cordant's proposed testing costs.

• Credentials/experience of key individuals that would be assigned to this project.

Cordant employs Board-Certified toxicologists that supervise the laboratories and provide direct toxicology interpretation support to our clients. Our scientists are available to assist with any questions and can offer expert consultation and interpretation assistance. Please see the bios for our key personnel and management team provided below.

Aaron Brown, PhD – Scientific Director. Dr. Aaron Brown is Cordant's Scientific Officer. Dr. Brown is Board Certified by the National Registry in Clinical Chemistry as a Toxicological Chemist. He also holds a Certificate of Qualification in Clinical and Forensic Toxicology from the New York State Department of Health. He has a BS in Chemistry from Southern Illinois University, and a MS in Chemistry and a Ph.D. in Analytical Chemistry both from the University of Memphis. Dr. Brown is also certified as a College of American Pathologists (CAP) inspection team member. He has also been a member of relevant professional organizations, including but not limited to: the American Association for Clinical Chemistry (AACC), the American Society for Mass Spectrometry (ASMS) , and the Society of Forensic Toxicologists (SOFT). Dr. Brown has been invited to conduct presentations and speak about forensic testing in California and Arizona, and has presented research at international, national and local conferences. He has authored or coauthored five peer reviewed articles and has been included on numerous abstracts and technical documents. Dr. Brown has provided expert witness testimony for cases in Arizona, California, Colorado, Florida, Georgia, Kansas, Indiana, Michigan, Nevada, New Mexico,

Ohio, Oregon, Pennsylvania, Texas, and Wisconsin. Dr. Brown reviews standard operating procedures and standard work, and oversees research and development. He is in the best position to testify on all aspects of testing including interpretation of results. He reviews all pertinent data, including the Chain of Custody, and is also involved in the development, validation, review, approval, and improvement of current and new confirmation methods.

Cynthia Whiteman, M.S., D-ABFT-FT – Vice President, Operations. Cynthia currently oversees lab operations in Flagstaff and Indianapolis. Her role also includes daily interaction with clients and co-workers across scientific and operational teams to determine industry needs, and to provide technical assistance and training on all aspects of current and developing toxicology. She earned her bachelor's degree in Forensic Chemistry (2005) from Northern Arizona University and her master's degree in Forensic Toxicology (2010) from the University of Florida. She has over 18 years of experience in this industry, specializing in all aspects of forensic and clinical drug testing and result interpretation across multiple matrices, laboratory quality assurance and compliance, operational excellence, laboratory management, and court testimony. Ms. Whiteman is a certified Diplomat Forensic Toxicologist through the American Board of Forensic Toxicology. She has been a CAP-FDT Inspector since 2007. She has extensive knowledge of both CAP accreditation and permitting through the New York Department of Health. Cynthia is also a member of the Society of Forensic Toxicologists (SOFT). She has been accepted onto record as an expert witness in urine, oral fluids and hair follicle drug testing and interpretation in Arizona, California, Colorado, New Mexico, Texas, Utah, New York and Hawaii.

Joette Gittens, RN – Vice President, Client Experience. Ms. Gittens is a results driven leader with 20+ years leading and directing various functions while focusing on innovation and continuous improvement. She is skilled in business process development and is a goal-oriented, analytical thinker that utilizes a systematic approach to achieve organizational goals. Her experience includes developing highly productive results driven teams by executing employee training practices, updating organizational policies and procedures to improve service delivery and improving overall organizational compliance and growth. She is an exceptional communicator with proven competency in leading, motivating and educating operations teams, while ensuring that employees are equipped with the necessary knowledge and skills. She has exhibited expertise in acquiring and retaining skilled employees, as well as training leaders to effectively manage employee performance and identify employee engagement areas of need, while maintaining morale. Ms. Gittens has been with Cordant since 2014. She has an Associates of Science degree in Nursing.

Angie Jensen – Account Manager. Angie has over 15 years of laboratory and toxicology experience in a variety of roles. She works with clients to provide up-to-date testing education, business and utilization reviews, system trainings, and problem investigation and resolution. Angie will be actively involved in managing and monitoring services for the County. She will maintain frequent contact with the County to ensure services are properly administered. She will review the County accounts regularly, monitoring services and performance, and addressing any issues that may arise. Account Managers are also tasked with representing Cordant at contract meetings and she has the authority to present information to the County, such as outcomes, reports, invoices, etc. Angie has a Bachelor of Science in Exercise Physiology and an R.N. degree. She has been with Cordant for nine (9) years.

Desirae Brown – Client Services Senior Manager. Desirae has significant experience implementing and training coworkers in result interpretations, handling client concerns, details on specific testing thresholds, and assisting account managers with client research and problem resolution. Ms. Brown has been with Cordant since 2011, serving in several capacities including Client Services, Client Services Supervisor, Logistics, Sales Support, and Account Management.

Jillian White – National Field Operations Director. Jillian has over 6 years of laboratory and specimen collection experience in a variety of roles. She works with clients, third party collection sites and Cordant's internal LCS teams to provide training, guidance, contract management and procedure updates as well as various documents required to support collection site procedures. She is actively involved in managing the Cordant Patient Service Centers as well as third-party collection sites and on-site collection teams throughout the country. She has extensive knowledge of collection procedures as well as best practices for recruiting and retention. She has been with Cordant for 10 years. Jillian oversees the Field Operations employees as well as third party collection sites for all clients who require collections.

Amanda Gibbs – Chief Operating Officer. Ms. Gibbs has management oversight responsibility for services performed under this contract. Amanda will work closely with all team members to ensure that Cordant meets or exceeds the County's expectations. Ms. Gibbs earned a Bachelor's degree in Accounting from Northern Arizona University and is a Certified Public Accountant in the state of Arizona. Prior to her current position, she was with Cordant for 15+ years in 3 different leadership roles: Chief Financial Officer, VP & GM of the Behavioral Health Business Unit and Sr. VP & GM of Behavioral Health. Ms. Gibbs has been closely involved with government and court-mandated drug testing for her entire tenure with Cordant.

Tim Gossman – Sr. Director of Operations. Tim's responsibilities include quality management, R&D, production, logistics, purchasing, inventory management, budgeting and forecasting, Laboratory Information System, facility maintenance, safety and compliance. He has significant experience implementing and training coworkers on Lean manufacturing concepts, as well as 5S Workplace Organization, Training Within Industry, and Total Productive Maintenance, with the goal of driving client satisfaction in quality, cost and efficiency. Tim is a highly motivated leader, focused on improving outcomes for patients and clients and providing optimal solutions for treatment. Tim has been with Cordant since 2010, serving in several capacities including Sr. Laboratory Manager, Group Lead, and Team Lead. He is fully familiar with all requirements for laboratory compliance under CAP-FDT and CLIA regulations and is a CAP Team Member Inspector. Tim has a B.S. in Microbiology from Northern Arizona University.

Micki Shannon – Laboratory Manager, Flagstaff. Ms. Shannon has worked in a variety of laboratory technical positions for over 9 years. Her roles have included Specimen Processing, AU Analyst, Aliquoting/Extractions, Certifying, QA/QC areas, Team Lead for Extractions and Group Lead for both Screening and Confirmations. She has excellent communication skills along with a focus on solutions. Micki has been managing legal support for Cordant's Flagstaff laboratory since 2016. She is very familiar with laboratory technology and tools, including LIMS, computer processes, laboratory instrumentation, repeaters, pipettes and laboratory procedures. Ms. Shannon has been with Cordant since 2012. She graduated from Northern Arizona University with a B.S. in Biomedical Sciences in 2011.

Scott Naber – Client Implementation Manager. Scott oversees the client onboarding process, proprietary system implementations and LIMS setup and configuration. Scott is focused on providing optimal testing solutions for new and existing clients, while aligning with Cordant's enterprise mission. He has been with Cordant since 2014, serving in several capacities including Client Implementation Supervisor, Client Implementation Team Lead, and Laboratory Technician I. He is familiar with all HIPAA Non-Disclosure practices as well as internal PHI guidelines. Scott also has expert-level knowledge of Cordant Sentry®.

Michael Villanueva – Pre-Analytical Manager. Michael has been with the company since 2016 in progressively responsible roles. His experience prior to Cordant includes technical and quality control positions in manufacturing and testing environments, which also included significant experience with equipment maintenance. He is a resourceful and focused team leader, with the ability to multitask and thrive in a fast-paced environment. He is also an effective communicator with strong written and verbal skills. In his current position, he trains and guides the specimen processing team and works to establish a strong culture of teamwork, as well as fostering attention to detail within the team.

Karen Jeffers – Analytical Manager. Karen has over 5 years of laboratory experience. She began as a specimen processor and worked through each position in the laboratory. She currently manages two departments of the laboratory and is directly involved in the day to day operations of each. She pays strict attention to detail and is continuously looking for ways to improve processes without sacrificing quality. She is an extremely thorough and effective trainer for new and current lab employees.

Chelsey Rangel – Client Billing Operations Manager. Ms. Rangel has over 20 years of leadership experience. Her background encompasses delivering leadership to 10+ direct reports, managing monthly and annual sales and revenues and ensuring high-level customer service. Her key skills include budget and financial management, client issue escalations, team management, customer service, operations and facility management, account management and forecasting. She has been consistently promoted due to a track record of high performance, motivation skills and strong business acumen. Ms. Rangel has been with Cordant since 2018. She has a B.S. in Kinesiology from the University of Northern Colorado.

• Description of providing similar services to public entities of similar size within the past five (5) years.

Cordant has an impressive footprint that includes considerable experience throughout the country. Our experience is further evidenced by the list of current clients that follows, some of whom have been with Cordant since 2001.

- ***Indiana Criminal Justice Agencies*** – 28,000 specimens a month.
- ***Criminal Justice Agencies in Colorado*** – 100,000 specimens per month.
- ***Texas Criminal Justice Agencies*** – Nearly 35,000 samples a month.
- ***New Mexico Statewide Drug Testing, Criminal Justice and Youth and Family Services*** – 6,000 samples/mo.
- ***Arizona Government Agencies*** – Nearly 3,000 specimens per month.
- ***Government Agencies in the Pacific Northwest*** – Nearly 40,000 samples/mo from Washington & Oregon.
- ***Probation and Health & Human Services Departments in California*** – Over 14,000 specimens per month.
- ***Michigan Governmental Clients & Collection Sites*** – Approx. 20,000/month.
- ***Illinois Criminal Justice, Social Service and Treatment Agencies*** – Approximately 4,000 samples/month.

• Description of the firm's ability to meet the requirements in Section 3.

Cordant confirms that we have the appropriate equipment, personnel and financial resources to perform the services that are the subject of this proposal, as described below. We feel confident we can accommodate the testing volume requirements of this RFP. Our resources are described below.

- **Materials and Equipment** - Each of Cordant's laboratories has all the materials and equipment needed to process samples in accordance with client requirements. To reduce risks of downtime and to accommodate new business, Cordant maintains a surplus of instrumentation outside of the process, as well as redundancy in our lab locations, allowing us to maintain our industry leading turnaround time consistently when unexpected incidents occur. We have never had to turn away business due to capacity limitations. Annually, we test approximately 4,000,000 year/15,000 samples per day between our two high throughput laboratories located in Flagstaff, AZ and Indianapolis, IN, both specializing in governmental clients like the County. We continue to build out our laboratories with the goal of increasing capacity and reducing turnaround time to accommodate current and future growth. LEAN work practices utilizing advanced liquid-handling robotics make our specimen processing methods the industry leader for quality and speed. High throughput chemistry analyzers capable of performing over 6,000 immunoassay tests per hour are used for screening urine and oral fluid specimens.
- **Personnel Resources** - Cordant has approximately 260 employees. Our team includes two fully staffed laboratories, specimen collection staff, and corporate employees that provide all administrative functions needed to ensure a stellar client experience for the County contract. Through our proven methodologies, processes, and highly skilled personnel, Cordant is able to deliver timely and accurate results. Cordant's personnel include our Client Services team, an on-call Toxicology Support Line staffed by our senior toxicologists, a billing team, a fully in-house IT team and several teams that assist in contract matters, account management, proposals, legal and compliance.
- **Financial Resources** - Cordant generates revenues primarily from drug testing services, including specimen collections and laboratory-based drug testing. We have strong equity and debt backing that allows us to manage current operations as well as the ability to look for expansion opportunities.

• Description of what distinguishes the firm from other firms performing a similar service.

Key advantages of our proposed solution include:

- **Extensive Government & Criminal Justice Experience** – Cordant tests over 15,000 specimens per day.
- **Alignment with Best Practices Standards** – Cordant Sentry supports best practices NADCP and ASAM.
- **Ability to Customize Panels** – Cordant can create any number of drug test panels that may be required.
- **Legally Defensible Results** – We can provide deposition, documentation, testimony and other support.
- **State of the Art Drug Testing Management Program** – Cordant Sentry™
- **Certified Laboratory Drug Testing** – CAP and CLIA certified laboratories.
- **Stellar Client Services Team** – Our Client Services team is available M – F, from 5:30 am to 5:00 pm.
- **On-Call Toxicology Hotline** – PhD level Laboratory Directors and board-certified toxicologists.
- **Client Billing Portal & Flexible Billing Options** – Online client billing portal, variety of setup options.
- **Ongoing Cost Control & Process Streamlining** – Evaluate equipment options and streamline services
- **Free Consultation, Free Remote Testimony and Free Collection & Shipping Supplies**
- **Timely Test Result Reporting** – Industry leading turnaround time.
- **Robust Reporting Tools** – Optional reports provide insights into patient risk levels and drug trends.
- **Comprehensive Training Options** - Cordant offers a range of training topics for your staff members..

Section 2 – Scope of Work (5.3)

1. *Do you operate during inclement weather? How would you support CCHCD's operations in the event that there was a delay in delivering supplies or providing services due to inclement weather?*

To ensure continuous specimen processing, Cordant does everything in our power to get the specimens to our laboratory in a safe, timely manner. In situations where this is not possible, such as when transportation routes to our lab are completely closed, we put notices in Sentry to the customers/state(s) that are affected by the delay. Other methods of communicating emergency situations are e-mail blasts to our customers' point of contact, personal e-mails or personal phone calls from the Account Manager, a Client Services representative or members of our Corporate office. Upon resolution of a weather-related event, the oldest specimens are processed first and laboratory hours are extended until all specimen processing is caught up and there are no further processing delays.

Please note that Cordant's laboratories are operational five to six days per week and are adequately staffed to perform the duties under any resulting contract. If longer hours are required by specific contracts, higher volume than normal, or the need to process higher volumes due to delivery interruptions, our laboratory hours are extended until any such issues are resolved and there is no delay in the processing of incoming specimens.

Regarding office operations to ensure business continuity, please note that our entire Client Services team works remotely. Team members are in a different parts of the country. In the event of weather-related incidents, Client Services continues to respond to customers with no disruption. Further, Cordant has a comprehensive disaster recovery/business continuity plan developed to ensure recovery of critical business functions in the event of a facilities (office building) disruption or disaster. The plan includes short and long-term disasters and other disruptions, such as fires, floods, earthquakes, explosions, terrorism, tornadoes, extended power interruptions, hazardous chemical spills, and other natural or man-made disasters. Our procedures ensure quick and effective execution of recovery strategies. Our strategy includes dual data centers, replicated hardware and redundant networks to ensure continuous operation.

2. *Have you ever had an Agreement terminated due to performance issues?*

No contracts have been terminated for performance issues under Cordant's current company organization.

3. *Can you perform all services as described under Scope of Work? If not, describe the services you can provide.*

Cordant can provide testing for all drug classes noted in the scope of work. However, not all tests have an immunoassay screen test available. As such, some drug classes are tested through a direct-to confirmation test (e.g., Spice/K2). Please see **Appendix A** for the drug classes tested and the respective analytes or drugs detected within the drug class, as well as the screen and confirmation cutoffs used at our Flagstaff laboratory. Cordant will perform testing in accordance with **Appendix A.** Please see our responses to each of the Section 3.3 Scope of Work items, provided below.

MEDICAL LABORATORY TESTING

Cordant's Flagstaff laboratory holds accreditation from the College of American Pathologists for Forensic Drug Testing (CAP-FDT), and licensure from Clinical Laboratory Improvement Amendments (CLIA) in Toxicology, as well as licenses and permits from states where additional licensing is mandated, including California, Pennsylvania, New York, Florida and Maryland. Our Flagstaff laboratory has continuously maintained its CAP-FDT accreditation since first becoming accredited in September 2000. At Cordant's Flagstaff lab, all testing is performed according to CAP-FDT guidelines and under CAP-FDT regulated conditions. All confirmed test results are approved by certifying scientists, and results are legally defensible in a court of law. We also participate in four rigorous external quality control programs with the College of American Pathology (CAP) for Drugs of Abuse Confirmations, Pain Management, Ethanol Biomarkers (EtG/EtS), and Adulteration, as well as proficiency testing with the American Association of Bioanalysts (AAB). Our Flagstaff CAP-FDT Certification # is 6913001, CLIA is 03D0936918, and the Indianapolis CLIA is 15D2226770.

COLLECTION SITES

- **Collection Site** - AFC Urgent Care has agreed to provide collection services for this contract as our subcontracted collection site. AFC clinics offer specimen collection services from 8am-6pm Mon through Fri, and 9am-4pm Sat and Sun. AFC has collection locations in NE Portland and Oregon City, at the addresses noted below. We will continue to look for an additional site in Sandy, Oregon.
  - 397 Warner Milne Rd, Oregon City, OR 97045
  - 7033 NE Sandy Blvd, Portland, OR 97213

  Cordant will provide trained, experienced Field Operations Managers and a Director to manage the collection site contract and services. Cordant's staff will work closely with the County to choose appropriate subcontractors to service the applicable client population. After a collection site vendor is chosen, we will execute a collection site agreement. We have the ability to ensure that agreements with

local collection sites include any County requirements that should be addressed. Cordant will work with the County to ensure that we have clearly documented all collection requirements specific to this contract. County requirements can be added to our collection site agreement as an Exhibit.

- **Supplies** - Cordant provides all supplies necessary to collect, seal and transport specimens to our laboratory for testing. We can provide urine hats for an additional fee. Supplies will include:
  - **Chain of Custody (COC) Forms:**
    - Paper for Sentry's printable COC form, which includes a built-in security seal;
    - Manual two-part full-page (duplicate) Chain of Custody (COC) forms, with pre-printed unique barcodes on the form and specimen security seal, can also be provided;
  - **Specimen Bags:** Self-sealing specimen bags contain separate "pockets" for the specimen vial and Chain of Custody form. The specimen pocket contains an absorbent sheet that absorbs spillage;
  - **Specimen Collection Vials:** Individually packaged, tamper proof vials (as applicable):
    - Urine Specimen Vials: Stronger, improved protection against leakage. We can provide both male and female (wide-opening) style urine collection kits. Vials include temperature strips for onsite verification of specimen temperature;
    - Oral Fluid Collection Vials: Quantisal oral fluid collection devices from Immunalysis provide a simple, efficient and convenient specimen collection.
  - **Shipping Supplies:** We provide all supplies necessary for next-day delivery to our lab, including shipping boxes/bags and pre-paid, pre-addressed labels. Cordant uses FedEx and laboratory couriers to transport specimens to our laboratories for testing.

LABORATORY CONSULTATION

Cordant employs Ph.D. and Board-Certified toxicologists that supervise the laboratories and provide direct toxicology interpretation support to our clients. An on-call Toxicologist is available for results interpretation when required by the County. This call line is maintained by our expert toxicology team, which includes PhD level Laboratory Directors and board-certified toxicologists who have specialized training in criminal justice result interpretation. Our Laboratory and Technical Directors, Doctoral level Toxicologists, Board Certified toxicologists, and other scientists are available to assist with questions and can offer expert consultation and interpretation assistance. Cordant's team has extensive specialized experience in drug testing interpretation and other medical considerations. Consultations and advice are free with our services. Cordant's consultation services are specific to the services we are offering in this proposal.

TEST RESULTS

- **Turnaround Time for Results** - Cordant's industry leading turnaround time is a key differentiator. Urine and oral fluid screening test results are typically reported within 24-48 hours of receipt of sample for negative results and 72-96 hours for specimens in need of confirmation testing or LC/MS/MS based screening tests, excluding weekends/holidays.
- **Cordant Result Reporting Methods** - Cordant is committed to working closely with the County to determine the best method for results reporting. We can provide results via various methods, including:
  - **Secure fax** – Results are batched as test results are completed. These faxes are sent every 30 or 60 minutes.
  - **Direct interface – W**ith the County case management systems (assuming client software supports it);
  - **Secure online web portal –** HIPAA compliant web-based results portal that is connected to our Laboratory Information Management System (LIMS); and
  - **Sentry,** Cordant's proprietary drug testing management system.
- **Specimen Retention** – Negative specimens are stored at room temperature for seven (7) days. Positive screen results are stored for six (6) months, and positive confirmations are stored for twelve (12) months. Positive specimens that require long-term storage are stored in a secure walk-in freezer at minus 20° Celsius. Extended storage can be arranged for samples in litigation.
- **Validity Testing** – Cordant follows a strict protocol to detect specimen validity, tampering and/or adulteration. Upon receiving a specimen, the sealed bag containing the specimen and requisition form is opened and inspected to ensure the sample is still sealed and the COC intact. If intact, the process moves forward to the manual validity check to identify attempts to tamper during the collection process. This includes a visual inspection for unusual color, physical characteristics, odors, and excess foaming or lack of foaming during manual agitation. Additionally, every specimen received at the lab undergoes a basic adulteration check during the screening process on the immunoassay instrumentation. Any specimen abnormalities or unusual instrument responses are reported on the final test result report for that sample. Further, every urine specimen is tested for creatinine. The creatinine level provides critical information on potential specimen dilution and provides a warning against possible false negative drug test results. A

creatinine level less than 20.0 mg/dL is reported as a diluted specimen. If an abnormality is identified in the initial basic adulteration check and/or creatinine test, an extended adulteration panel can be performed.

- **Expert Witness Testimony**- Cordant's toxicology results are legally defensible, and we are committed to providing the legal support that our customers require. Our scientists, directors and technical staff members can provide expert testimony when needed to defend the veracity of our procedures and the accuracy and reliability of our test results. Our procedures and practices comply with and exceed industry standards. We can provide litigation packets, affidavits, deposition, documentation, virtual or live testimony and other administrative and court action support, as required. We follow all HIPAA requirements for the release of documents or experts for testimony. Our team has provided hundreds of testimonies nationwide, and Cordant's experts have never been rejected as expert witnesses.
- **Ability to Prove COC** - Cordant understands that a robust chain of custody process is vital to a legally defensible test result. In accordance with our various certifications, we follow all appropriate guidelines that ensure legal defensibility of the chain of custody documentation. Legal defensibility is maintained by the proper identification of the specimen donor, and through the use of external (prior to specimen's arrival in the laboratory) and internal (within the laboratory environment) chain of custody documentation. Our Chain of Custody ("COC") process is designed to properly document specimen collection, specimen transfer, specimen receipt at the laboratory, subsequent handling within the laboratory, and final disposal. We can provide an electronic chain of custody form within Cordant Sentry, or we can offer manual pre-printed forms, or both if desired. All specimens are shipped in compliance with Federal and State regulations, and are usually processed immediately upon receipt into the lab. All freight charges are included in our Cost Proposal.

PERFORMANCE REQUIREMENTS

- **Federal and State Licensure Laws** - Please see the licensing information for Cordant's laboratories provided under MEDICAL LABORATORY TESTING, above. We are not aware of any licensing requirements for collectors in Oregon, however, All of Cordant's collection staff meet or exceed national certification standards as required by National Institute of Drug Abuse (NIDA). Technical Resource Management is authorized to transact business in the state by the Oregon Secretary of State.
- **Quality Control Program** - Cordant employs a Quality Management and Improvement program that continually monitors and improves operational processes. Our leadership is focused on designing processes with quality built in, either through automation, IT solutions or manual processes that allow for effective inspection and review steps. Critical quality indicators are captured in metrics that are designed to identify both problems and opportunities for improvement projects. Pre-analytical quality indicators include collection, supply and delivery tracking. Analytical quality indicators focus on the ability to detect significant clerical and analytical errors before reporting results. Post-analytical quality indicators include customer satisfaction, compliance and turn-around-time monitoring. The ability to monitor and document a robust program is built into all levels of the operation and sustained by continuous communication between Client Services, Operations and Quality Leaders and the Laboratory Director. Please note that all tests are performed using rigorously validated methods, both initially and annually thereafter, and accuracy is continuously monitored through the use of quality control samples in every sample test batch. A very strict set of quality criteria must be met for every sample for release and reporting and is in accordance with CAP guidance. Some of these criteria include, but are not limited to, quantitation controls, blind controls, compound retention time, mass fragmentation ratios, and chromatographic peak symmetry. Alongside every sample, a set of purchased and validated known compound commercial standards are ran to ensure correct identification of drug and testing accuracy. In the event a sample receives an abnormal response or falls outside the specified ranges of acceptance criteria, immediate corrective action takes place according to the failure type. Further, our laboratory certifications require on-site inspections where the critical elements to ensure accurate defensible results are examined. These include instrument maintenance logs and Quality Control review to ensure satisfactory instrument and reagent performance. The Director must review these logs monthly.
- **Proficiency Testing Program** - Cordant participates in four rigorous external quality control programs with the College of American Pathology (CAP) for Drugs of Abuse Confirmations, Pain Management, Ethanol Biomarkers (EtG / EtS), and Adulteration, as well as proficiency testing with the American Association of Bioanalysts (AAB).

QUALITY OF SERVICE

- **Location of Laboratory Tests** – Tests will be conducted at Cordant's CAP-FDT certified laboratory in Flagstaff Arizona.
- **Laboratory Personnel** - While maintaining chain-of-custody, the laboratory staff receives, accessions and processes the specimens. Processing includes ordering test codes, aliquot, automatic chemistry analysis,

sample validity testing, extraction, and confirmation using LC-MS/MS. Screening laboratory technicians undergo extensive training, many have bachelor's degrees, and all are required to have a high school diploma or GED. Laboratory analysts and certifying scientists are required to have a minimum of a bachelor's degree in a life science.

REPORTING

Cordant's optional reports can provide insight into donor risk levels and current drug trends, delivering actionable information that can help improve program outcomes. Reports are available from our Data Analytics team, our Billing system, our Laboratory Information Management (LIMS) System, Cordant Sentry™, and the AIMMCare module within our results portal. Our analytics team can provide reports that trend drug testing data, detail positivity rates, stratify results, summarize testing frequency, etc., as well as highlight potentially aberrant behaviors for individual clients. Comprehensive analytics at both the population and individual level can enhance visibility into overall drug use trends in your program, as well as insight into who is at greatest risk for poor outcomes based on drug testing information. These reporting tools provide valuable and objective understanding of an individual's drug use that promotes quicker interventions and ultimately improves outcomes. Further, Cordant understands the need to communicate program successes related to agency goals. Cordant's custom reporting options can greatly reduce the time needed to document key value indicators and improved outcomes. Custom reports can be distributed by the County to its community stakeholders, as appropriate. Many custom reports can be provided that include any variables that are captured by our laboratory systems. We can provide screen shots and examples at a later date if the County is interested in reviewing these reporting options.

BASIC SCREENING PROCEDURES

Standard practice in toxicology, especially in legally defensible drug testing, is the practice of performing two tests, distinct from one another, on separate portions of the sample. The first test is considered a presumptive screen that identifies compounds at the drug class level, is qualitative, and does not require significant sample preparation. If the sample is found to be a presumptive positive, a second portion of the sample is then prepared and ran on a more specific and sensitive technology that definitively identifies the drug or metabolite present and provides a quantitative value.

Cordant's Screening Methodologies include:

- EMIT (Enzyme-Multiplied Immunoassay Technique)
- ELISA (Enzyme-Linked Immunosorbent Assay)

Once a specimen is delivered to our lab, it is processed by Immunoassay screening. Cordant utilizes EMIT (Enzyme-Multiplied Immunoassay Technique) and ELISA (Enzyme-Linked Immunosorbent Assay) methods. Immunoassay is a biochemical test that identifies the presence of a substance by drug class using an antigen to antibody reaction. The antigen is the drug of interest. The specialized antibodies are designed to identify and bind with the specific drug class based on the drug's chemical structure. This allows for rapid, cost efficient, selective testing of several analytes simultaneously to identify negative from positive drug classes. The EIA screens used by Cordant are selected for their ability to detect drugs of a specific class with a high degree of reliability. Initial specimen screening is performed on an Olympus Chemistry Analyzer using the immunoassay reagent best suited to the drug of abuse being tested. All methods have been independently and extensively validated by our laboratory. Validity testing is based on the College of American Pathologists and New York Department of Health guidelines, the best protection against dilution, adulteration, or substitution.

CONFIRMATION OF POSITIVE TESTS

- **Specimen Validity Testing** – Cordant follows a strict protocol to detect specimen validity, tampering and/or adulteration. Upon receiving a specimen, the sealed bag containing the specimen and requisition form is opened and inspected to ensure the sample is still sealed and the COC intact. If intact, the process moves forward to the manual validity check to identify attempts to tamper during the collection process. This includes a visual inspection for unusual color, physical characteristics, odors, and excess foaming or lack of foaming during manual agitation. Additionally, every specimen received at the lab undergoes a basic adulteration check during the screening process on the immunoassay instrumentation. Any specimen abnormalities or unusual instrument responses are reported on the final test result report for that sample. Further, every urine specimen is tested for creatinine. A creatinine level less than 20.0 mg/dL is reported as a diluted specimen. In addition, if a sample has a creatinine level of 5 mg/dL or lower, we run the sample for specific gravity by refractometer. If an abnormality is identified in the initial basic adulteration check and/or creatinine test, an extended adulteration panel can be performed. Cordant's pricing includes initial creatinine testing, which can be followed up by pH, specific gravity and nitrites where indicated, for an additional cost. Please note that Cordant employs a general oxidant validity immunoassay test that includes testing for the most common oxidants on the market including; Nitrite (KLEAR), Chromate (Urine Luck), Iodine, Bleach and Horse Radish Peroxidase/H2O2 (Stealth). This comprehensive panel provides

additionally useful information. Because it's a general oxidant test that tests for multiple compounds, we would utilize our oxidants cutoff of 200 ug/mL.

- **Storage of Nitrate Positive Specimens** – Any positive result or adulterated sample would be stored frozen for one year.
- **Second Test on Initial Positive Specimens** - A separate and different method from the basic EIA (Enzyme Immunoassay) screen is used for confirmation of all non-negative screens. Specimens found to be "non-negative" by the EIA screen are confirmed by Liquid Chromatographic/Tandem Mass Spectrometric (LC-MS/MS) methods. Gas Chromatography – Flame Ionization Detector (GCFID) is used for ethanol confirmations. LC-MS/MS is considered the "platinum standard" for drug testing.

REASONABLE CAUSE DRUG TESTING OPTIONS

Cordant can provide onsite test devices if required by the County, from a range of manufacturers. We can provide instant urine or oral test kits that test for all common drugs of abuse. Onsite test products may be the best method for meeting the County's needs for reasonable cause drug testing, with instant results.

Oral fluid testing is an excellent option if a specimen must be collected onsite, especially if bathroom facilities or a same-sex collector is not available for the collection. Oral fluid testing is a very simple, short, cost-efficient and non-invasive process, which can easily be performed by the County case workers if required. Oral fluid collection kits can be provided to the County staff, and Cordant can assist with training the staff members in oral fluid collections.

QUALITY CONTROL

- **Turnaround Time Monitoring** - Cordant tracks key metrics, including turnaround time for test results and transition time between collection and accessioning. These metrics are closely followed, reported to all levels of management and senior executives daily, to ensure we meet our internal quality control goals as well as client expectations. Additionally, shipping TAT metrics are monitored to ensure timely receipt of samples. Turnaround time reports can be provided to the County upon request.
- **Test Report Error Monitoring** - Test report error monitoring is a part of our daily routine both manually by staff as well as through automated process within our laboratory information system. All components of the testing process including requisitions data entry, test ordering, laboratory testing, result reporting, to name a few, are monitored within our quality assurance metrics programs. This information is closely tracked and used for process improvement as well as monitored by our accrediting agencies.
- **Method to Resolve Problems with Turnaround Time and Test Report Errors** – Both Client Services and the Account Manager will be involved in issue resolution for the County, and will be able to resolve the majority of issues that arise. Cordant works closely with our clients to truly understand the issues, identify the root cause, and make corrections to our processes to prevent the same issues from arising in the future. The Account Manager will develop an annual monitoring plan that includes regular contact and in-person meetings with the County. To ensure issues are quickly resolved, the Account Manager will review the County accounts frequently, monitor services and performance, and address any matters that may arise.
- **Mechanism for Review of Professional Staff Qualifications including Licensure** - As a requirement of our various lab certifications, as well as additional state certification requirements, our staff qualifications are reviewed upon new hire as well as an annual basis for each licensure. Each certification has strict criteria for the education, training and continued improvement of qualified laboratory staff. These criteria are closely monitored and evaluated as an additional metric to our quality assurance program. Our senior laboratory and scientific staff hold numerous professional certifications and are members of many relevant associations. These professional organizations and the certification of our staff by various professional agencies recognized in our field require continuous improvement and education.
- **Quality Control Records** – will be available upon request.
- **Industry Standard COC Requirements** - Cordant understands that a robust chain of custody process is vital to a legally defensible test result. In accordance with our various certifications, we follow all appropriate guidelines that ensure legal defensibility of the chain of custody documentation. Legal defensibility is maintained by the proper identification of the specimen donor, and through the use of external (prior to specimen's arrival in the laboratory) and internal (within the laboratory environment) chain of custody documentation. Our Chain of Custody ("COC") process is designed to properly document specimen collection, specimen transfer, specimen receipt at the laboratory, subsequent handling within the laboratory, and final disposal. We can provide an electronic chain of custody form within Cordant Sentry, or we can offer manual pre-printed forms, or both if desired. Please note that Cordant works closely with collection sites to identify and solve any collection or shipping related errors that occur, such as improperly sealed vials or tampering. Collection site errors are monitored through evaluation of the samples

submitted. Pre-analytical quality metrics includes collection, supply and delivery tracking. We routinely note any specimen collection error that occurs on samples received at our laboratory and run collection error reports. When issues are identified and occur more often than expected, we can notify the County. We can also work with the collection sites to ensure that the proper Chain of Custody procedures are followed, to ensure legal defensibility of the chain of custody documentation. Please note that every specimen is sealed with a security seal peeled from the Chain of Custody and Test Request document. The document and seal have a matching pre-printed COC number or specimen ID. When the lab receives the specimen and begins processing, a second unique identifier called the Accession number is given to the sample. Every sample has these two unique identifiers that are independent of the client or donor identifiers. Further, the security seal that is affixed to the specimen bottle includes a barcode, which reduces potential errors throughout the testing process. This designated barcode is not shared by any other specimen. Every sample is scanned and documented for every transfer, testing, transport, storage step, etc. to ensure every sample is correctly identified throughout the testing process, thus eliminating the possibility of mix up or misidentification.

SUPPORT SERVICES

Along with accurate, quality laboratory tests in industry leading turnaround times, Cordant offers a stellar customer service experience. Support services can be provided by the teams described below:

- **Client Services** - Cordant's Client Services representatives are trained by our scientists, toxicologists and laboratory leaders, with a specific focus on the current drug testing trends and products most relevant to the criminal justice and treatment community. This team is uniquely qualified and capable of handling a wide variety of result interpretation questions, including how to address false positives and the potential causes, such as legitimately prescribed medications and other substances. Client Services is your first stop for all service inquiries. When they call, the County officers and employees WILL get a live person that can help, or ensure your question gets to the right person that can. Our Client Services team answers more than 1,000 calls per week with very little wait times – 99% of our calls are answered in under 30 seconds. We recognize that most governmental agencies are not experts in drug testing. As such, our top-notch Client Services team provides the assistance, guidance, and professional support that our customers need. Client Services is your go-to team to be connected to any of our other departments, including Account Management, Billing Management and our scientific team. The Client Services team is available Monday through Friday from 5:30 am to 5:00 pm Pacific Time at 800-348-4422. Clients can initiate inquiries and requests via phone or via email at customersupport@cordanths.com. A team member will return the e-mail the same day it was received.
- **Toxicology Support Line** – As noted above, an on-call Toxicologist is available for results interpretation when required by the County. This call line is maintained by our expert toxicology team, which includes PhD level Laboratory Directors and board-certified toxicologists who have specialized training in criminal justice result interpretation.
- **Account Manager** - The County's Account Manager will be Angie Jensen. Angie has over 15 years of laboratory and toxicology experience in a variety of roles. She works with clients to provide up-to-date testing education, business and utilization reviews, system trainings, and problem investigation and resolution. Angie will be actively involved in managing and monitoring services for the County. She will maintains frequent contact with the County to ensure services are properly administered. She will review the County's account regularly, monitoring services and performance, and addressing any issues that may arise. Account Managers are also tasked with representing Cordant at contract meetings and she has the authority to present information to the County, such as outcomes, reports, invoices, etc. Angie has a Bachelor of Science in Exercise Physiology and an R.N. degree. She has been with Cordant for nine (9) years. Angie's contact information will be provided upon award.

RECORDS MAINTENANCE/ACCESS/CONNECTIVITY

- **Interface** - Many of our customers have their own database and software systems and prefer that test results are sent directly into their systems. In order to provide more value and seamless integration, Sentry or our Laboratory Information Management System (LIMS) may be interfaced with case management and Electronic Medical Record (EMR) platforms to transmit case information between systems and eliminate manual data entry in both systems. We have provided many different types of interfacing to our customers based on the specific needs of the agency or treatment provider. We currently support hundreds of live interfaces throughout the Cordant Health Solutions enterprise, including "homegrown" agency systems and third-party platforms such as PCMS Probation Case Management System, Corrisoft (previously PBS' Informer), and Isampson.net to name a few. Interfaces may range from results-only to bi-directional order/demographic/result interfaces, where result information may be exchanged in both directions. We would be happy to discuss integration requirements in more detail with the County. Once the full scope

requirements are finalized, we will work with you to mutually agree on an appropriate timeline for integration and additional fees associated, if applicable. Cordant will be able to provide the requested bi-directional interface with the County's EHR.

- **Record Retention** - Cordant generally keeps records in accordance with state laws that govern record retention in each state.

INDIGENT AND UNINSURED PATIENT TESTING

Cordant agrees to provide services on a sliding fee scale. Please see responses provided below for more information. Our procedure is to bill patients at the applicable Medicare rates. When the patients call our billing team about the bill, we can reduce the bill amount according to the sliding scale provided by the County in Amendment 2. During the phone call, we will gather the needed information on family size and income. This information will be used to determine the appropriate cost for the testing, based on the County's sliding scale. Patients will then be sent a revised invoice.

BILLING SERVICES

- **Ability to Bill Medicaid and Private Insurance** - Cordant can bill Medicaid and private insurance in Oregon.
- **Billing of Uninsured and Self-Pay Patients** - We agree to bill uninsured/self-pay patients according to the sliding fee scale schedule provided by the County in Amendment 2, using the procedure outlined above.
- **Monthly Reimbursement Request** – We can bill the County for any amounts not collected from clients. We would initiate this billing process if the client has not paid their balance after 90 days have passed from the initial billing date.
- **Cost Increases** – We agree to not increase fees more than 3% annually, or the annual percentage increase to the Consumer Price Index, West Region, whichever is smaller. We reserve the right to raise fees based on payor published fee schedules. We intend to bill Medicare/Medicaid based on published rates.

PAYMENT AND INVOICE

Cordant can provide an itemized invoice as defined in the RFP. We would need to discuss the "Program" field further as our current invoice format does not include this. However, please note that the majority of Cordant's clients are set up with multiple sub-accounts, and we have extensive experience implementing and billing clients in this fashion. All master and sub-account data is verified extensively during the implementation process. Cordant can easily set up additional account numbers up for each county agency and their subunits requiring these services.

Accounts can be invoiced individually, with multiple unique invoices, or as one master invoice with secondary accounts broken out to show detail per individual account. We will work closely with the County to ensure the invoice structure is adequate for the County master and sub-accounts and to mitigate the risk of billing errors.

Invoices are sent to our customers on a monthly basis and our standard payment terms are Net 30. Paper invoices can be mailed to customers, however, we have a robust client billing portal that we recommend all clients utilize. Our client billing portal allows designated personnel to view, download and pay current and previous invoices. Features of the billing center include:

- Ability to review current and prior month invoices in PDF or Excel formats;
- Online payment options;
- E-mail notifications when an invoice is issued;
- E-mail notice of billing errors occurring on accession claims (only applicable if we are billing third-parties for testing);
- Methods to contact Cordant and solve any billing errors; and
- Client Administrator controls, giving County administrators the ability to add, modify and de-activate Billing Center user accounts.

CONTACT PERSONS

The County's Account Manager will be Angie Jensen. Angie has over 15 years of laboratory and toxicology experience in a variety of roles. She works with clients to provide up-to-date testing education, business and utilization reviews, system trainings, and problem investigation and resolution. Angie will be actively involved in managing and monitoring services for the County. She will maintains frequent contact with the County to ensure services are properly administered. She will review the County account regularly, monitoring services and performance, and addressing any issues that may arise. Account Managers are also tasked with representing Cordant at contract meetings and she has the authority to present information to the County, such as outcomes, reports, invoices, etc. Angie has a Bachelor of Science in Exercise Physiology and an R.N. degree. She has been with Cordant for nine (9) years. Angie will reply the same or next business day with an acknowledgement and will then follow up with any required solution or additional information. Angie's contact information will be provided upon award.

SPECIFICATIONS OF METHODOLOGY

Cordant will provide testing at the cutoff levels listed in the Flagstaff Compendium in **Appendix A**. For confirmation testing, we do have the ability to report down to the lowest limit of quantitation ("LOQ"). These lower limits are the lowest values we can provide on a final report. Some notes on the cutoffs and testing requirements listed in the RFP are provided in the pricing section.

3.3.2. Work Schedule:

Please see response to COLLECTION SITES, above, for hours proposed at the subcontracted collection site. If laboratory staff are required onsite at the Health Centers as well, we would need to discuss this further with the County and provide updated pricing for this service. Cordant's laboratories work extended evening and weekend hours when needed to ensure we can meet our industry leading turnaround time.

4. Have you ever provided qualified laboratory services for Clackamas County in the past?

Yes. Under Cordant's previous organization as a division of Sterling Healthcare Opco, Cordant was selected by Clackamus County to provide laboratory services for its Hilltop Clinic. In addition, several years ago (under Sterling ownership), Cordant served the Clackamas County Correction Facility (contract started in 2009), and the Clackamas County Community Corrections (contract started in 2006). These entities were served by Sterling Reference Labs, one of Cordant's previous names.

The Tacoma laboratory that previously served the County is no longer part of the Cordant organization. Testing for the County would be provided by Cordant's Flagstaff laboratory.

5. What is the turn-around time for urine drug screen confirmatory testing?

Cordant offers industry-leading turnaround time, a key advantage of choosing Cordant as your laboratory testing partner. Urine and oral fluid screening test results are typically reported within 24-48 hours of receipt of sample for negative results and 72-96 hours for specimens in need of confirmation testing or LC/MS/MS based screening tests, excluding weekends/holidays.

6. How are you able to write-off outstanding patient balances?

Cordant's standard policy is that we do not send patients to collections. There is one exception - if an insurance payor were to remit payment for our services directly to the patient. If that situation arises and the patient has not remitted that payment to Cordant then we would send those patients to collections.

Cordant Health Solutions makes all reasonable attempts to collect patient owed balances from adjudicated claims. Copays, coinsurance and deductibles are due upon receipt of invoiced charges. Cordant maintains a billing customer service team that allows patients to contact the company for explanation of billed charges.

Cordant will work closely with the County to ensure that we structure the billing process appropriately. As an example, we can structure the billing process so that third-party payors are billed for medically necessary testing for patients with coverage and the County can be billed for uninsured patients that do not pay the sliding scale amounts within 90 days. During the account implementation process, we will discuss all billing processes in more detail to ensure a compliant billing process is established that meets the County's needs.

If a patient receives a bill from Cordant, we encourage all patients to call our Billing Customer Service team to discuss any questions they may have. Additionally, Cordant will utilize the phone call to gather information from the patient to determine the sliding scale payment that will apply, if applicable.

Cordant would be happy to discuss our billing policies in more detail with the County. We are committed to creating a billing process that meets the needs of the County and allows Cordant to compliantly bill for the services rendered.

7. How do you support accounts of our size to manage ongoing issues/questions?

Cordant takes pride in delivering an exceptional level of service to our clients. However, it should be noted that in the normal course of business, minor issues and challenges will crop up. Cordant takes all issues, no matter how minor, very seriously. We work closely with our clients to truly understand the issues, identify the root cause, and make corrections to our processes to prevent the same issues from arising in the future. If the County has issues or complaints, we ask that you contact Client Services and/or their Account Manager. Client Services and/or the Account Manager can resolve the majority of issues that arise. In the event issues need to be escalated further, the following Cordant leadership team can be contacted:

- Vice President, Client Experience
- Vice President, Sales
- Chief Executive Officer

The Account Manager is part of the service team during implementation and will be intimately involved and familiar with the services being provided to the County. During the implementation and transition process, the Account Manager will maintain frequent contact with the County to ensure services are being properly rolled out and administered. The Account Manager will also develop an annual monitoring plan that includes regular

contact and in-person meetings with the County. To ensure issues are quickly resolved, the Account Manager will review the County accounts frequently, monitor services and performance, and address any matters that may arise. Issues are monitored by regular and frequent communication with the County, Cordant's Client Services, and with Joette Gittens, who is responsible for overall contract management. The Account Manager is also tasked with representing Cordant at contract meetings and has the authority to present information to the County, such as outcomes, reports, invoices, etc. Should there be any change in our Account Management assignments or personnel, we will notify the County immediately of such changes and ensure that any new personnel assigned to the roles will be promptly brought up to speed on all services and contractual requirements. Such efforts will also include transition meetings so that any "hand off" of activities and responsibilities are handled in a seamless manner.

8. Please describe Patient Care Initiatives your organization has supported or offered consultation for.

Cordant supports Patient Care Initiatives by providing actionable information, such as a customized data analytic report that includes key information requested by the County. Actionable information helps our clients improve the outcomes of their programs. Our analytics team provides routine and ad hoc reports to trend our customers' drug testing data, detail positivity rates, stratify unexpected results, summarize testing frequency, etc., as well as highlight potentially aberrant behaviors for individual participants. By providing comprehensive analytics at both the population and donor level, our customers gain increased visibility into overall drug use trends in their program, as well as insight into who is at greatest risk for poor outcomes based on drug testing information. Cordant's clinical reporting tools provide valuable and objective understanding of prior drug use that promotes quicker interventions and ultimately improves outcomes.

Cordant offers a range of robust reporting capabilities. Sentry™ offers many reports that can be extremely useful for the County. Further, our Data Analytics team can provide custom reports to meet the specific needs of the County. We recommend that the County's collection sites use Cordant Sentry so that all appropriate information is captured. Cordant's reporting capabilities include the following resources:

- Cordant's Data Analytics Team
- Billing System
- Laboratory Information Management System (LIMS) Statistical Reports
- AIMM Care Data Analytics Module within the Cordant Results Portal
- SSRS
- Cordant Sentry™

9. Where are your operations located? Do you provide a local customer service representative and how are the customer service needs routed?

Cordant's corporate office is located in Indianapolis, Indiana. We have two high volume drug testing laboratories, one in Indianapolis, Indiana and the other in Flagstaff, Arizona. Cordant's Client Service team members are based in either Flagstaff or Indianapolis or work remotely. Cordant also employs a number of Regional Account Managers throughout the U.S. who directly service our customer accounts. Angie Jensen will serve as the County's local representative. Angie is located in Bend, Oregon. She is very familiar with Clackamas County and is available for meetings as needed. In person or local visits can be provided as agreed to with the County. Client Services is the County's first stop for day to day questions and supplies, followed by your Account Manager for higher level needs. Please see SUPPORT SERVICES, above, for more information on our customer support teams.

10. Do you subcontract your collection site with another vendor?

Yes. Cordant has contacted AFC Urgent Care and they have agreed to provide collection services for this contract. AFC clinics offer specimen collection services from 8am-6pm Mon through Fri, and 9am-4pm Sat and Sun. AFC has collection locations in NE Portland and Oregon City, at the addresses noted below. We will continue to look for an additional site in Sandy, Oregon.

- 397 Warner Milne Rd, Oregon City, OR 97045
- 7033 NE Sandy Blvd, Portland, OR 97213

11. Can you schedule clients for their specimen collection at a designated time-slot or provide another solution to cut-down on wait time?

Our proposed collection site provides testing on a walk-in basis only. However, please note that we are not aware of any wait time issues at the site. They are typically very efficient at getting clients in and out of the clinic.

12. Do you have the ability to provide both observed and unobserved UA testing?

Yes. Cordant has procedures for both types of collections. Cordant will work with our contracted collection site to ensure that the agreed-upon collection procedures are implemented.

13. Do you have the ability to provide both oral fluid testing and UA testing?

Yes, Cordant is able to test in both urine and oral fluid for all common drugs of abuse. Please see the Flagstaff Compendium located in **Appendix A.**

14. Do you have any experience providing a sliding fee scale for patients? If so, please provide a copy of your sliding fee scale.

Yes, Cordant has experience working with sliding fee scales for patients. We would typically mimic the sliding scale fee that is in use by the County. We understand the updated sliding scale for 2024 was provided via Addendum 2.

15. How do you handle past due patient balances? Do you send patients balances to collections agencies?

Cordant's standard policy is that we do not send patients to collections. There is one exception - if an insurance payor were to remit payment for our services directly to the patient. If that situation arises and the patient has not remitted that payment to Cordant then we would send those patients to collections. Please see responses to scope items above for more information on how the patient payment process would work. As noted above, if an uninsured/self-pay patient does not pay their balance within 90 days, we would bill that amount to the County.

16. Please explain how you monitor your contract performance. Are there reports you use regularly to show performance?

Please note that we utilize a number of organizational controls and metrics to monitor our efficiency. Metrics are designed to identify both problems and opportunities for improvement projects. These projects are part of weekly meetings that include the Laboratory Director, operational and quality leadership, and there are specific goals and deadlines to ensure improvement is continuous and timely. During these meetings, the project team relies on specific problem-solving tools to correctly identify the underlying problem, then plan and implement the solution. Pre-analytical quality metrics includes collection, supply and delivery tracking. Analytical quality management focuses on the ability to detect significant clerical and analytical error before reporting results. Post-analytical quality management includes customer satisfaction, compliance and turn-around-time monitoring.

Section 3 – Fees (5.4)

Cordant is proposing to provide services on a per-test and per-collection basis, at the rates outlined below:

	DRUGS TO BE TESTED[A]	FEE PER TEST – Screening Test [B]	FEE PER TEST – Confirmation Test [B]
	Urine Testing Options		
1	Morphine (total, free, or glucuronide)	$5.97 [C]	$13.50
2	6-Acetylmorphine	$5.97	$13.50
3	Methadone (& metabolite)	$6.18	$13.50
4	Codeine	$5.97 [C]	$13.50
5	Other Opiates	$5.97	$13.50
6	Barbiturates (including but not limited to; Armobarbital, Phenobarbital, Pento-Barbital, Butabarbital, Nexobarbital, Secobarbital)	$5.97	$13.50
7	Amphetamines (including but not limited to; d-amphetamine and methamphetamine)	$5.97	$13.50
8	Cocaine (free)		N/A in urine [D]
9	Cocaine Metabolite (benzoylecgonine)	$5.97	$13.50
10	Benzodiazepines	$5.97	$13.50
11	Phencyclidine (PCP)	$5.97	$13.50
12	Fentanyl	$7.00	$15.00
13	THC or THC Metabolite	$5.97	$13.50
14	Ethyglucuronide –ETG	$6.28	$18.00
15	MDMA	$5.97	13.50
16	Soma	$6.18	$13.50
17	SPICE / K2 (Synthetic Cannabinoids (K2, SPICE, JWH-018, JWH-073, JWH-250, JWH-122, JWH-398, JWH-200, RCS-4, AM-2201, MAM-2201, UR-144, XLR-11) [H]	N/A [E]	$18.00
18	Kratom	N/A [E]	$25.00
19	Flexeril	N/A [E]	$25.00
20	Bath Salts	N/A [E]	$25.00
21	Naltrexone	N/A [E]	$25.00
22	Buprenorphine	$6.08	$13.50
23	Propoxyphene or Propoxyphene Metabolite	$5.97	$13.50
24	Hydromorphone	$5.97 [C]	$13.50
25	Hydrocodone	$5.97 [C]	$13.50
26	Panel that Tests for: CANNABINOIDS (THC), BUPRENORPHINE, DEXTROMETHORPHAN / LEVORPHANOL, DIPHENHYDRAMINE, BENZODIAZEPINES, ETG/ETS, NALOXONE, NALTREXONE, AMPHETAMINES, GABAPENTIN, CYCLOBENZAPRINE, TRAMADOL, OPIATES, FENTANYL, BARBITURATES, COCAINE, KRATOM, METHYLPHENIDATE, KETAMINE, METHAQUALONE, ZOLPIDEM, CARISOPRODOL, ECSTASY (MDMA), PHENCYCLIDINE, PROPOXYPHENE, 6-ACETYLMORPHINE (HEROIN), CATHINONES (BATH SALTS), CREATININ, CREATININE/SPECIFIC GRAVITY, MEPERIDINE, METHADONE, Nitrite, OXYCODONE, PENTAZOCINE, PH, PREGABALIN, RATIO, SPECIFIC GRAVITY, SYNTHETIC CANNABINOIDS, TAPENTADOL, ZOPICLONE	$86.00 (shipping not included)	$13.50 per standard drug Send out confirmation pricing: • DEXTROMETHORPHAN/ LEVORPHANOL-$85.13 • NALOXONE - $41.18 • NALTREXONE - $41.18 • CYCLOBENZAPRINE-$78.47 • METHYLPHENIDATE - $78.47 • DIPHENHYDRAMINE-$55.01
	Additional Urine Testing Options		
	Standard Drug Panels [F]		
	5 drug standard panel	$6.28	$13.50 per drug
	6 drug standard panel	$6.54	$13.50 per drug
	7 drug standard panel	$6.69	$13.50 per drug
	8 drug standard panel	$6.84	$13.50 per drug
	9 drug standard panel	$7.00	$13.50 per drug
	10 drug standard panel	$7.15	$13.50 per drug
	11 drug standard panel	$7.31	$13.50 per drug
	Add-on Testing Options *Any of the following substances can be added-on to an above panel for the prices noted*		
	EtG	$0.52	$18.00
	Buprenorphine	$0.52	$13.50
	6AM (heroin metabolite)	$0.52	$13.50
	Soma	$1.03	$13.50
	Tramadol	$1.03	$13.50
	Fentanyl	$2.00	$15.00

	DRUGS TO BE TESTED[A]	FEE PER TEST – Screening Test [B]	FEE PER TEST – Confirmation Test [B]
	Oral Fluid Testing Options[G]		
	5 drug standard panel	$13.90	$15.00 per drug
	6 drug standard panel	$14.16	$15.00 per drug
	7 drug standard panel	$14.42	$15.00 per drug
	8 drug standard panel	$15.10	$15.00 per drug
	9 drug standard panel	$14.93	$15.00 per drug
	10 drug standard panel	$15.19	$15.00 per drug
	11 drug standard panel	$15.45	$15.00 per drug
	Litigation/Testimony Support Services		
	In-person Testimony (1st day of testimony)	$150/hr. (8 hour minimum)	
	In-person Testimony (2nd day of testimony)	$150/hr.	
	Telephonic Testimony	No Charge	
	Skype or Video-Conferencing Testimony	No Charge	
	Litigation Packet	$75.00	
	Affidavit	$25.00	
	Travel	Reimbursed at cost	
	Other Services		
	Cordant Sentry™	***INCLUDED***	
	Collection Fee	$38.00 per collection	

Footnotes and Assumptions:

The prices quoted in the above table are based on 7350 samples per year being shipped to the laboratory via overnight service from a single location Monday through Friday. Cordant will be happy to provide a price quote on any testing options desired by the County that have not been included herein.

A. See Cordant's standard cutoffs listed in **Appendix A**. The prices quoted in the pricing table assume that all testing will be performed in accordance with the information provided in the Appendix. Please note that when confirmation cutoffs requested are lower than the cutoffs listed in our Flagstaff compendium, we can report down to a lower level called the Limit of Quantitation (LOQ).

B. Because the positivity rate was not provided with the information in the RFP, Cordant has quoted the screening tests and the confirmation tests separately. However, if the County desires to have a bundled rate that includes both the screening test and the confirmation test (if positive), Cordant will be happy to provide an alternate price proposal once we have an understanding of positivity rates.

C. Please note that the screening price provided for these Opiate analytes are for the general opiate screen. Morphine, Codeine, Hydrocodone and Hydromorphone will be reported specifically in the confirmation test if the Opiate screen is positive. However, there is no opiate screen that specifically reports these analytes.

D. The urine test for cocaine detects only the metabolite (benzoylecgonine).

E. A screening test is not available for these tests. The price quoted is for a direct to confirmation test.

F. In order to provide the greatest amount of flexibility to the County, Cordant is offering a variety of standard drug panel options. This will allow the County to ensure that the testing options needed on a patient-by-patient basis are available to be set-up on the account. Any number of panels can be created and utilized by the County. Please note that any of the following drugs can be included in the standard drug panels for the prices noted: ethanol alcohol, amphetamines/methamphetamine, barbiturates, benzodiazepines, cocaine, THC, methadone, EDDP (methadone metabolite), opiates, PCP, propoxyphene, and oxycodone.

G. The following drugs can be included in the standard drug *oral fluid* panels for the prices noted: alcohol, amphetamines/methamphetamine, barbiturates, benzodiazepines, cocaine, THC, methadone, opiates, PCP, propoxyphene, oxycodone and buprenorphine.

H. Cordant's Spice screen panel includes metabolites for JWH-018, JWH-072, JWH-073, AKB-48, AM-2201, MAM-2201, UR-144, XLR-11, 5F-PB-22, PB-22, AB-CHMINACA, MAB-CHMINACA, AB-PINACA, ADBICA, ADB PINACA, BB-22, AB-FUBINACA, 5-F-ADB, MDMB-FUBINACA, and 5-F-AMB. Testing is via LC/MS/MS.

General Notes:

1. Morphine and Codeine are not standalone tests, but are included in the opiates screen.
2. 6AM- our cut off is 10 ng/mL.
3. Methadone and its metabolite are two separate screens.
4. Bath salts is a LC-MS/MS screen with a cut off of 25 ng/mL.
5. Flexeril and DXM – are tested by a send out lab
6. ng/mL values are not provided for screening results, only for confirmation results.

Section 4 – References (5.5)

- **Whatcom County**
  Jake Wiebusch
  Probation Manager
  JWiebusc@co.whatcom.wa.us
  360-778-5462
  700 specimens monthly, urine and oral fluid
  Serving since 2013
- **King County Drug Court**
  Lizzy DesChane
  Treatment Coordinator
  lizzy.deschane@kingcounty.gov
  206-477-0786
  850 specimens monthly, urine and oral fluid
  Serving since 2013
- **Mendocino County**
  Barbie Svendsen
  SUDT Program Manager
  svendsenb@mendocinocounty.org
  707-553-5157
  350 specimens monthly, urine and oral
  Serving since Sept. 2021

PROPOSAL CERTIFICATION
RFP #2023-106

Submitted by: Technical Resource Management, LLC dba Cordant Health Solutions, formed in Delaware
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and *
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Decia Stenzel Date: February 5, 2024

Signature: Title: Chief Executive Officer

Email: dstenzel@cordanths.com Telephone: 612-616-5807

Oregon Business Registry Number: Cert of Existence #860874 OR CCB # (if applicable):

Business Designation (check one):
☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☒ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120
☒ Non-Resident Quote. Resident State: Indiana

*Please see responses to specifications in the attached proposal.

Appendix A – Flagstaff Compendium

Description	Screen Cut Off	Method of Analysis	Confirmation Cut Off	Method of Analysis
Amphetamines/Methamphetamine	500/1000 ng/mL	EMIT	250/500 ng/mL	LC-MS/MS
Methamphetamine (D/L)	n/a	n/a	20%	Send out LC-MS/MS
MDMA	500 ng/mL	EIA	250 ng/mL	LC-MS/MS
Barbiturates	200/300 ng/mL	EMIT	200/300 ng/mL	LC-MS/MS
Opiates	300/2000 ng/mL	EMIT	300/2000 ng/mL	LC-MS/MS
Oxycodone	100/300 ng/mL	EIA	100/300 ng/mL	LC-MS/MS
Heroin metabolite (6-AM)	10 ng/mL	EMIT	10 ng/mL	LC-MS/MS
Cannabinoids	20/50 ng/mL	EMIT	5/15 ng/mL	LC-MS/MS
Cocaine	150/300 ng/mL	EMIT	100/150 ng/mL	LC-MS/MS
Benzodiazepines	200/300 ng/mL	EMIT	100 ng/mL	LC-MS/MS
Methadone	150/300 ng/mL	EMIT	150/300 ng/mL	LC-MS/MS
Propoxyphene	300 ng/mL	EMIT	300 ng/mL	Send out LC-MS/MS
Phencyclidine	25 ng/mL	EMIT	25 ng/mL	LC-MS/MS
LSD	N/A	N/A	0.1 ng/mL	Send out LC-MS/MS
Methaqualone	300 ng/mL	EIA	300 ng/mL	Send out LC-MS/MS
Gabapentin	1000 ng/mL	EIA	500 ng/mL	LC-MS/MS
TCA-Tricyclic Antidepressants	300 ng/mL	EMIT	25 ng/mL	Send out LC-MS/MS
Ketamine	100 ng/mL	EIA	100 ng/mL	Send out LC-MS/MS
Meperidine	200 ng/mL	EIA	100 ng/mL	Send out LC-MS/MS
Tramadol	200 ng/mL	EIA	100 ng/mL	LC-MS/MS
Buprenorphine	5 ng/mL	EIA	5 ng/mL	LC-MS/MS
Zolpidem	20 ng/mL	EIA	10 ng/mL	LC-MS/MS
Fentanyl	2 ng/mL	EIA	1 ng/mL	LC-MS/MS
Carisoprodol	100 ng/mL	EIA	100 ng/mL	LC-MS/MS
Ethyl Glucuronide	500 ng/mL	EIA	500 ng/mL	LC-MS/MS
Cotinine	500 ng/mL	ELISA	2.5 ng/mL	Send out LC-MS/MS
Extended Fentanyl Analogs	N/A	N/A	0.5 ng/mL	LC-MS/MS
Xylazine	N/A	N/A	0.5 ng/mL	LC-MS/MS
Extended Cannabinoids	N/A	N/A	5 ng/mL	LC-MS/MS
Ethanol	0.02%	EA	0.02%	GCFID
Naloxone	25 ng/mL	LCMSMS	25 ng/mL	Send out LC-MS/MS
Naltrexone	25 ng/mL	LCMSMS	25 ng/mL	Send out LC-MS/MS
pH	Normal/abnormal	pH Meter	N/A	N/A
General Oxidants	200 ug/mL	EA	N/A	N/A
Creatinine	20.0 mg/dL	EA	N/A	N/A
Glucose	Absent/Present	EA	N/A	N/A
Uric Acid	Normal/abnormal	EA	N/A	N/A
Specific Gravity	Normal/abnormal	EA	N/A	N/A
Dextromethorphan	N/A	N/A	2.5ng/mL	Send out LC-MS/MS
Spice - JWH018 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - JWH072 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - JWH073 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - 5-F ADB M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AKB48 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AM2201 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - MAM2201 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - UR144 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - UR144 PYRO M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - 5F-PB-22 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - PB-22 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-CHMINACA M2	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS

Description	Screen Cut Off	Method of Analysis	Confirmation Cut Off	Method of Analysis
Spice - AB-CHMINACA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-FUBINACA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-FUBINACA M3	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-PINACA PA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - MAB-CHMINACA M2	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - ADBICA NPA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - ADB-PINACA PA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - MAB-CHMINACA M11	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - XLR11 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - BB-22 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - 5F-AMB M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - MDMB-FUBINACA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Kratom-Mitragynine	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Designer Stimulants--MDPV	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS
Designer Stimulants--Mephedrone	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS
Designer Stimulants--Cathinone	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS
Designer Stimulants--Methcathinone	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS
Designer Stimulants--Alpha-PVP	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS

Flagstaff Lab Oral Fluid Testing Menu

Description	Screen Cut Off	Method of Analysis	Confirmation Cut Off	Method of Analysis
Amphetamine/Methamphetamine	50 ng/mL	EIA	10 ng/mL	LC-MS/MS
Methamphetamine (D/L)	n/a	n/a	20%	Send out LC-MS/MS
MDA/MDMA/MDEA	50 ng/mL	EIA	10 ng/mL	LC-MS/MS
Ecstasy	50 ng/mL	EIA	n/a	n/a
Barbiturates	50 ng/mL	EIA	20 ng/mL	Send out LC-MS/MS
Buprenorphine	5 ng/mL	EIA	2.5 ng/mL	LC-MS/MS
Opiates	40 ng/mL	EIA	10 ng/mL	LC-MS/MS
Cannabinoids	4 ng/mL	EIA	1.0 ng/mL	LC-MS/MS
Cocaine	20 ng/mL	EIA	4 ng/mL	LC-MS/MS
Benzodiazepines	20 ng/mL	EIA	1 ng/mL	LC-MS/MS
Methadone	50 ng/mL	EIA	10 ng/mL	LC-MS/MS
Oxycodone	40 ng/mL	EIA	10 ng/mL	LC-MS/MS
Propoxyphene	40 ng/mL	EIA	4 ng/mL	Send out LC-MS/MS
Phencyclidine	10 ng/mL	EIA	4 ng/mL	LC-MS/MS
Ethanol	0.02%	EA	0.02%	GCFID
Cotinine	n/a	n/a	2.5 ng/mL	Send out LC-MS/MS
Fentanyl	1 ng/mL	EIA	0.5 ng/mL	LC-MS/MS
Tramadol	20 ng/mL	EIA	2.5 ng/mL	Send out LC-MS/MS
ETS Only	N/A	N/A	2.5 ng/mL	Send out LC-MS/MS
Extended Cannabinoids	N/A	N/A	1 ng/mL	LC-MS/MS

EXHIBIT C
QSOBAA

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT
Contract #9424 H3S #

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, Public Health Division** ("Covered Entity") and **Technical Resource Management, LLC dba Cordant Health Solutions** ("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").

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.
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 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,

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 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.

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

Business Associate ***Technical Resource Management, LLC dba Cordant Health Solutions***	**Covered Entity** ***Clackamas County***
By: Decia J Stenzel (Digitally signed by Decia J Stenzel Date: 2024.08.02 11:56:44 -05'00') Signature Authority	By: _____ Chair
Title: CEO	
Date: 08/02/2024	Date: _____

Exhibit D
Sliding Fee Discount Tables

CLACKAMAS Health Centers

Sliding Fee Discount Tables

Clackamas County Health Centers Primary Discount Schedule - Federal Year 2024

Annual Gross Income (Eff. February 1, 2024 - January 31, 2025)

Household Size	Nominal Charge (At or Below 100% FPL)	25% of Full Amount (101% - 133% FPL)		50% of Full Amount (134% - 166% FPL)		75% of Full Amount (167% - 200% FPL)		Full Charge (Above 200% FPL)
	Up to	From	To	From	To	From	To	OVER
1	$ 15,060	$ 15,061	$ 20,179	$ 20,180	$ 25,149	$ 25,150	$ 30,120	$ 30,121
2	$ 20,440	$ 20,441	$ 27,389	$ 27,390	$ 34,134	$ 34,135	$ 40,880	$ 40,881
3	$ 25,820	$ 25,821	$ 34,598	$ 34,599	$ 43,118	$ 43,119	$ 51,640	$ 51,641
4	$ 31,200	$ 31,201	$ 41,807	$ 41,808	$ 52,103	$ 52,104	$ 62,400	$ 62,401
5	$ 36,580	$ 36,581	$ 49,016	$ 49,017	$ 61,088	$ 61,089	$ 73,160	$ 73,161
6	$ 41,960	$ 41,961	$ 56,225	$ 56,226	$ 70,072	$ 70,073	$ 83,920	$ 83,921
7	$ 47,340	$ 47,341	$ 63,435	$ 63,436	$ 79,057	$ 79,058	$ 94,680	$ 94,681
8	$ 52,720	$ 52,721	$ 70,644	$ 70,645	$ 88,041	$ 88,042	$ 105,440	$ 105,441
9	$ 58,100	$ 58,101	$ 77,853	$ 77,854	$ 97,026	$ 97,027	$ 116,200	$ 116,201
10*	$ 63,480	$ 63,481	$ 85,062	$ 85,063	$ 106,011	$ 106,012	$ 126,960	$ 126,961

**Add $5,380 for each person over 10*

Clackamas County Health Centers Primary Discount Schedule - Federal Year 2024

Monthly Gross Income (Eff. February 1, 2024 - January 31, 2025)

Household Size	Nominal Charge (At or Below 100% FPL)	25% of Full Amount (101% - 133% FPL)		50% of Full Amount (134% - 166% FPL)		75% of Full Amount (167% - 200% FPL)		Full Charge (Above 200% FPL)
	Up to	From	To	From	To	From	To	Over
1	$ 1,255	$ 1,256	$ 1,681	$ 1,682	$ 2,095	$ 2,096	$ 2,510	$ 2,511
2	$ 1,703	$ 1,704	$ 2,281	$ 2,282	$ 2,844	$ 2,845	$ 3,407	$ 3,408
3	$ 2,152	$ 2,153	$ 2,882	$ 2,883	$ 3,592	$ 3,593	$ 4,303	$ 4,304
4	$ 2,600	$ 2,601	$ 3,483	$ 3,484	$ 4,341	$ 4,342	$ 5,200	$ 5,201
5	$ 3,048	$ 3,049	$ 4,084	$ 4,085	$ 5,090	$ 5,091	$ 6,097	$ 6,098
6	$ 3,497	$ 3,498	$ 4,685	$ 4,686	$ 5,838	$ 5,839	$ 6,993	$ 6,994
7	$ 3,945	$ 3,946	$ 5,285	$ 5,286	$ 6,587	$ 6,588	$ 7,890	$ 7,891
8	$ 4,393	$ 4,394	$ 5,886	$ 5,887	$ 7,336	$ 7,337	$ 8,787	$ 8,788
9	$ 4,842	$ 4,843	$ 6,487	$ 6,488	$ 8,085	$ 8,086	$ 9,683	$ 9,684
10*	$ 5,290	$ 5,291	$ 7,088	$ 7,089	$ 8,833	$ 8,834	$ 10,580	$ 10,581

**Add $448.33 for each person over 10*

HHS Poverty Guidelines for 2024: https://aspe.hhs.gov/poverty-guidelines

CLACKAMAS Health Centers

Sliding Fee Discount Table for Reproductive Health

Clackamas County Health Centers Primary Discount Schedule - Federal Year 2024

Annual Gross Income (Eff. February 1, 2024 - January 31, 2025)

Household Size	No Charge (At or Below 100% FPL)	25% of Full Amount (101% - 150% FPL)		50% of Full Amount (151% - 200% FPL)		75% of Full Amount (201% - 250% FPL)		Full Charge (Above 250% FPL)
	Up to	From	To	From	To	From	To	OVER
1	$ 15,060	$ 15,061	$ 22,590	$ 22,591	$ 30,120	$ 30,121	$ 37,649	$ 37,650
2	$ 20,440	$ 20,441	$ 30,660	$ 30,661	$ 40,880	$ 40,881	$ 51,099	$ 51,100
3	$ 25,820	$ 25,821	$ 38,730	$ 38,731	$ 51,640	$ 51,641	$ 64,549	$ 64,550
4	$ 31,200	$ 31,201	$ 46,800	$ 46,801	$ 62,400	$ 62,401	$ 77,999	$ 78,000
5	$ 36,580	$ 36,581	$ 54,870	$ 54,871	$ 73,160	$ 73,161	$ 91,449	$ 91,450
6	$ 41,960	$ 41,961	$ 62,940	$ 62,941	$ 83,920	$ 83,921	$ 104,899	$ 104,900
7	$ 47,340	$ 47,341	$ 71,010	$ 71,011	$ 94,680	$ 94,681	$ 118,349	$ 118,350
8	$ 52,720	$ 52,721	$ 79,080	$ 79,081	$ 105,440	$ 105,441	$ 131,799	$ 131,800
9	$ 58,100	$ 58,101	$ 87,150	$ 87,151	$ 116,200	$ 116,201	$ 145,249	$ 145,250
10*	$ 63,480	$ 63,481	$ 95,220	$ 95,221	$ 126,960	$ 126,961	$ 158,699	$ 158,700

**Add $5,380 for each person over 10*

Clackamas County Health Centers Primary Discount Schedule - Federal Year 2024

Monthly Gross Income (Eff. February 1, 2024 - January 31, 2025)

Household Size	No Charge (At or Below 100% FPL)	25% of Full Amount (101% - 150% FPL)		50% of Full Amount (151% - 200% FPL)		75% of Full Amount (201% - 250% FPL)		Full Charge (Above 250% FPL)
	Up to	From	To	From	To	From	To	Over
1	$ 1,255	$ 1,256	$ 1,883	$ 1,884	$ 2,510	$ 2,511	$ 3,137	$ 3,138
2	$ 1,703	$ 1,704	$ 2,555	$ 2,556	$ 3,407	$ 3,408	$ 4,257	$ 4,258
3	$ 2,152	$ 2,153	$ 3,228	$ 3,229	$ 4,303	$ 4,304	$ 5,378	$ 5,379
4	$ 2,600	$ 2,601	$ 3,900	$ 3,901	$ 5,200	$ 5,201	$ 6,499	$ 6,500
5	$ 3,048	$ 3,049	$ 4,573	$ 4,574	$ 6,097	$ 6,098	$ 7,620	$ 7,621
6	$ 3,497	$ 3,498	$ 5,245	$ 5,246	$ 6,993	$ 6,994	$ 8,741	$ 8,742
7	$ 3,945	$ 3,946	$ 5,918	$ 5,919	$ 7,890	$ 7,891	$ 9,862	$ 9,863
8	$ 4,393	$ 4,394	$ 6,590	$ 6,591	$ 8,787	$ 8,788	$ 10,982	$ 10,983
9	$ 4,842	$ 4,843	$ 7,263	$ 7,264	$ 9,683	$ 9,684	$ 12,103	$ 12,104
10*	$ 5,290	$ 5,291	$ 7,935	$ 7,936	$ 10,580	$ 10,581	$ 13,224	$ 13,225

**Add $448.33 for each person over 10*

HHS Poverty Guidelines for 2024: https://aspe.hhs.gov/poverty-guidelines