

May 8, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Subrecipient Grant Agreement with Project Quest for non-opioid pain management services. Agreement Value is \$449,918.44 for 30 months. Funding is through the Oregon Health Authority. No County General Funds are involved.

Previous Board Action/Review	None		
Performance Clackamas	Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Elise Thompson	Contact Phone	503-742-5305

EXECUTIVE SUMMARY: The Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Project Quest dba Quest Center for Integrative Health for non-opioid pain management services as known as Quest Center's Wellness, Integrity, and Sustainable Health or W.I.S.H. Program. The program is an integrated medical and behavioral health program designed to treat chronic pain through the use of non-opioid interventions. The program integrates acupuncture, yoga, mental health, medication management, treatment for substance abuse disorder, nutrition, and peer support in a community setting. These services support a Recovery Oriented System of Care.

The funding provided for Quest Center's W.I.S.H. The program addresses two of the five major priorities identified by the U.S. Department of Health and Human Services in response to the national opioid crisis:

- Improving access to treatment and recovery services, and
- Advancing better practices for pain management.

Quest Center was selected to provide these services following a Notice of Funding Opportunity (NOFO) conducted in December 2024 and January 2025. The Agreement, with a maximum value of \$449,918.44, is effective January 1, 2025, and expires June 30, 2027.

RECOMMENDATION: Staff respectfully requests that the Board of Commissioners approve this Agreement (12048) and authorize Chair Roberts to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing and Human Services

For Filing Use Only

<p align="center">CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT</p>	
<p>Program Name: <i>Wellness, Integrity, and Sustainable Health Pain Management Program (W.I.S.H. Program)</i> <i>H3S Number: 12048</i></p>	
<p>Program Number: N/A</p>	
<p>This Agreement is between <u>Clackamas County</u>, Oregon, acting by and through its Department of Health, Housing and Human Services, Behavioral Health Division ("COUNTY"), and <u>Project Quest dba Quest Center for Integrative Health</u> ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.</p>	
<p>Clackamas County Data</p>	
Grant Accountant: Lorrie Biggs	Program Manager: Stacy England
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 LBiggs@clackamas.us	Clackamas County – Behavioral Health 2051 Kaen Road, Suite 145 Oregon City, OR 97045 503-557-5833 SEngland@clackamas.us
<p>Subrecipient Data</p>	
Finance/Fiscal Representative: Janet Brandt	Program Representative: Dr. David Eisen
Quest Center for Integrative Health 3231 SE 50th Portland, OR 97206 503-238-5203 janet@quest-center.org	Quest Center for Integrative Health 3231 SE 50th Portland, OR 97206 503-238-5203 david@quest-center.org
Unique Entity ID Number: ZYZNJUUBNM9	

RECITALS

- Following two decades that saw a rapid increase in the use of prescription and non-prescription opioids, along with the increase of opioid-related overdose deaths, on October 27, 2017, a national health emergency was declared. The Opioid Crisis or Epidemic, as it has become known is the result of erroneous claims and effective marketing by pharmaceutical companies and the wide availability of opioids.

Opioids, a class of moderately strong to very strong painkillers, are highly addictive. While prescribed opioids are considered safe when used properly for short periods of time, issues of overuse and misuse have increased in the last decade among those utilizing the drug for chronic pain.

- Between 21% and 29% of individuals prescribed opioids for chronic pain misuse them.
- In 2016, an estimated two million Americans suffered from substance use disorders related to the misuse of prescription opioid pain relievers.
- 4% to 6% of individuals who misuse prescription opioids transition to heroin, which is cheaper and more accessible on the black market.
- 80% of heroin users were prescribed opioids at one time.

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2. COUNTY through this Agreement is awarding grant funds to SUBRECIPIENT in support of SUBRECIPIENT's Wellness, Integrity, and Sustainable Health Plan Management Program or W.I.S.H. Program. The W.I.S.H. Program is an integrated medical and behavioral health program designed to treat chronic pain through the use of non-opioid interventions. The treatment program integrates acupuncture, yoga, mental health, medication management, treatment for substance use disorder, nutrition, and peer support in a community setting.
3. Funding for the W.I.S.H. Program addresses two of the five major priorities identified by the U.S. Department of Health and Human Services in response to the national opioid crisis:
 - Improving access to treatment and recovery services, and
 - Advancing better practices for pain management.
4. The Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on deliver of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2027, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **January 1, 2025** and expiring **June 30, 2027**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in **Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting**, attached hereto and incorporated by this reference herein. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in with the requirements of the **Community Mental Health Program ("CMHP") Intergovernmental Agreement** that is the source of the grant funding and other required information in Exhibits A-I, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local or State agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State other funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the **Community Mental Health Program Intergovernmental Agreement** issued to COUNTY by OHA. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$449,918.44**. This is a cost reimbursement grant, the award is conditional and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit C, Required Financial Reporting and Payment Request**. Failure to comply

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with the terms of this Agreement may result in withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

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

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:

- a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT;
- b. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT fails to comply with any term of this Agreement;
- c. At any time upon mutual agreement by COUNTY and SUBRECIPIENT.
- d. Immediately upon written notice provided to SUBRECIPIENT that COUNTY has determined funds are no longer available for this purpose.
- e. Immediately upon written notice provided to SUBRECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
- f. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT is in default under this Agreement.

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

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

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

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

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. State Procurement Standards

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- a) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
 - d) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
 - e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.
11. **No Duplicate Payment.** SUBRECIPIENT may use other funds in addition to the grant funds to complete the Program; provided, however, SUBRECIPIENT may not credit or pay any grant funds for Program costs that are paid for with other funds and would result in duplicate funding.
12. **Non-supplanting.** SUBRECIPIENT must ensure funds provided in this Agreement are used to supplement and not supplant moneys budgeted or received from any other source for the same activities.
13. **General Agreement Provisions.**
- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.

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- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

14. Agreement Documents.

This Agreement consists of the following documents, which are attached and incorporated by reference herein:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Required Financial Reporting and Payment Request
- Exhibit D: General Administrative Requirements and Terms & Conditions
- Exhibit E: Insurance Requirements
- Exhibit F: CMHP Required Provider Subrecipient Agreement Provisions
- Exhibit G: CMHP Required Federal Terms and Conditions
- Exhibit H: Qualified Service Organization Business Associate Agreement
- Exhibit I: Original Notice of Funding Opportunity and SUBRECIPIENT's Approved Proposal & Certification

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

- This Agreement
- Exhibit H
- Exhibit D
- Exhibit F
- Exhibit E
- Exhibit A
- Exhibit C
- Exhibit B
- Exhibit I
- Exhibit G

(Signature Page Follows)


SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

PROJECT QUEST DBA QUEST CENTER FOR
INTEGRATIVE HEALTH

By: _____

By: DAVID EISEN 

Its: _____

Its: EXEC DIRECTOR

Dated: _____

Dated: 4/21/25

Approved to Form

By: 

County Counsel

Dated: 4/22/2025

EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

Background

SUBRECIPIENT's mission is to "provide integrative healthcare services, education and inclusive community support to people seeking a wellness-focused approach to full living". COUNTY is providing funds to support SUBRECIPIENT's Wellness, Integrity, and Sustainable Health Pain Management Program or W.I.S.H. Program. The W.I.S.H. Program is an integrated medical and behavioral health program designed to treat chronic pain through the use of non-opioid interventions. The treatment program integrates acupuncture, yoga, mental health, medication management, treatment for substance abuse disorder, nutrition, and peer support in a community setting.

Statement of Work

SUBRECIPIENT shall:

- Provide W.I.S.H. Program Services with the goal of increasing individuals' quality of life
- Provide Program Services to individuals who are uninsured or under insured, to include, but not limited to:
 - Individuals whose insurance coverage does not cover these benefits
 - Individuals who do not have access to insurance, either due to inability to verify citizenship or because they cannot afford insurance
 - Individuals who are insured through Medicare
- Provide Services to up to up ten (10) unique individuals each month.
- Work collaboratively with individuals' primary care physicians to ensure program is tailored to address pain management needs.
- Submit encounter data to COUNTY's Third Party Administrator, Ayin Health Solutions, Inc. (formerly Performance Health Technologies, LTD. (PH Tech)).

Reporting Requirements

SUBRECIPIENT shall submit reports to include the following:

- Total number of individuals served
- % of individuals that reported less pain, on average
- % of individuals that reported an increased ability to do normal work
- % of individuals that reported a better mood
- % of individuals that reported they are sleeping better

SUBRECIPIENT shall provide reports according to the following schedule:

Reporting Period	Report Due
January 1 – March 31, 2025	April 15, 2025
April 1 – June 30, 2025	July 15, 2025
July 1 – September 30, 2025	October 15, 2025
October 1 – December 31, 2025	January 15, 2026

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January 1 – March 31, 2026	April 15, 2026
April 1 – June 30, 2026	July 15, 2026
July 1 – September 30, 2026	October 15, 2026
October 1 – December 31, 2026	January 15, 2027
January 1 – March 31, 2027	April 15, 2027
April 1 – June 30, 2027	July 15, 2027

Reports shall be submitted electronically to: BHContractReporting@clackamas.us

**EXHIBIT B
SUBRECIPIENT PROGRAM BUDGET**

Program Budget January 1, 2025 - June 30, 2027		
Categories		Amount
<u>Personnel and Fringe</u>		
Non-Opioid Pain Management Services Program Manager	0.25 FTE	\$ 53,125.00
Non-Opioid Pain Management Services Program Coordinator	0.25 FTE	\$ 36,250.00
Peer Support Specialist	1.0 FTE	\$ 133,900.00
Accupuncturist		\$ 49,920.00
Nutritionist(s)		\$ 13,000.00
Massage Therapist(s)		\$ 36,400.00
Fringe Benefits		\$ 80,648.75
<i>Personnel and Fringe Total</i>		\$ 403,243.75
<u>Program Materials & Supplies</u>		
IT - Computers and Peripherals		\$ 3,750.00
Food Programs for Clients		\$ 17,500.00
Program Supplies for Staff & Clients. Also the purchase of a Washer & Dryer for Clients to do laundry in-house		\$ 4,000.00
<i>Program Costs Total</i>		\$ 25,250.00
<u>Administrative Rate - 5%</u>		\$ 21,424.69
<i>5% Administrative Rate Total</i>		\$ 21,424.69
BUDGET TOTAL		\$ 449,918.44

EXHIBIT C
REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST

1. SUBRECIPIENT shall submit a monthly Request for Reimbursement referencing H3S Agreement #12048.
2. Requests for reimbursement shall be submitted by the 12th day of the month for the previous month. The final request for reimbursement shall be submitted by July 12, 2027 for June 2027 expenses.
3. Requests for Reimbursement shall be submitted electronically to:

BHAP@clackamas.us
4. Invoices are subject to the review and approval of the Program Manager and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirement.

EXHIBIT D
GENERAL ADMINISTRATIVE REQUIREMENTS AND TERMS & CONDITIONS

1. Status

a) COUNTY has determined:

☒ Entity is a non-federal subrecipient ☐ Entity is a contractor ☐ Not applicable

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

- a) **Financial Management.** SUBRECIPIENT shall use adequate internal controls and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by the funding agency listed in the body of this Agreement shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT chooses a rate of 5% for indirect cost recovery on this award.
- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit C: Required Financial Reporting and Payment Request.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting.

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- k) **Financial Reporting.** Upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit C: Required Financial Reporting and Payment Request on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of Oregon Health Authority and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- m) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY and its duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- n) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by Oregon Health Authority or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- o) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications from Oregon Health Authority, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.

3. Default

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

4. Remedies

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

5. HIPAA Compliance.

SUBRECIPIENT shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"), together with the regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2. SUBRECIPIENT shall further execute the Business Associate Agreement [or Qualified Service Organization Business Associate Agreement] attached hereto as Exhibit G and incorporated by this reference herein.

6. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- b) **Compliance With Applicable Law.** SUBRECIPIENT shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to this Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the Program. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d) **Confidential Information.** SUBRECIPIENT acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, 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)). SUBRECIPIENT 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 SUBRECIPIENT 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 Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT’s written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

7. Dispute Resolution.

The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation or non-binding arbitration.

EXHIBIT E INSURANCE REQUIREMENTS

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

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

2. **Professional Liability.** ☒ **Required by COUNTY** ☐ **Not required by COUNTY**

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

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

3. **General Liability.** ☒ **Required by COUNTY** ☐ **Not required by COUNTY**

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

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

4. **Automobile Liability.** ☒ **Required by COUNTY** ☐ **Not required by COUNTY**

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

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

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

5. **Physical Abuse and Molestation Liability.** ☒ **Required by COUNTY** ☐ **Not required by COUNTY**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000.

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Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. Privacy and Network Security. ☒ **Required by COUNTY** ☐ **Not required by COUNTY**

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

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

7. Additional Insured Provision. The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and its officers, elected officials, agents, and employees** as an additional insured.

8. Primary Coverage Clause. SUBRECIPIENT's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

9. Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.

10. "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the SUBRECIPIENT shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of twenty-four (24) months following the later of: (i) the SUBRECIPIENT's completion and COUNTY's acceptance of all Services required under the Provider Agreement; or (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 24-month requirement, if the SUBRECIPIENT elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the SUBRECIPIENT may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, the SUBRECIPIENT shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

11. Self-insurance. SUBRECIPIENT may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that SUBRECIPIENT's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to COUNTY. SUBRECIPIENT shall furnish an acceptable insurance certificate to COUNTY for any insurance coverage required by this Agreement that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.

12. Certificates of Insurance. SUBRECIPIENT shall furnish evidence of the insurance required in this Agreement. SUBRECIPIENT will maintain the insurance in full force throughout the duration of this Agreement. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten (10) days prior to coverage expiration. The insurance for general liability and commercial automobile liability must include an endorsement naming **Clackamas County and its officers, elected officials, agents, and employees** as additional insureds with respect to the Work under this Agreement. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the COUNTY. The SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

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Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Suite 154, Oregon City, Oregon 97045

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

BHContracts@clackamas.us

Clackamas County
Contracts Administration
2051 Kaen Road, Suite 154
Oregon City, OR 97045

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

EXHIBIT F
CMHP REQUIRED PROVIDER AGREEMENT PROVISIONS

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

2. Records Maintenance, Access and Confidentiality.

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

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

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

<http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the “Who Reports in MOTS Policy”, as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

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

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

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

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

- 3. Alternative Formats of Written Materials.** In connection with the delivery of Services, SUBRECIPIENT shall make available to Client, without charge, upon the Client’s reasonable request:
- a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailled documents, and large print upon request. If SUBRECIPIENT does not have access to such alternate formats, then SUBRECIPIENT can request them from OHA.
 - b. All written materials related to the services provided to the Client in the Client’s language. If SUBRECIPIENT does not have access to such languages, then SUBRECIPIENT can request written materials in the Client’s language from OHA.
 - c. Oral interpretation services related to the services provided to the Client in the Client’s language.
 - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. SUBRECIPIENT shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Clients who are deaf or hard of hearing and whose preferred mode of communication is sign language.

For purposes of the foregoing, “written material” means materials created by the SUBRECIPIENT, in connection with the services being provided to the requestor. The SUBRECIPIENT may develop

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its own forms and materials and with such forms and materials the SUBRECIPIENT shall be responsible for making them available to a Client, without charge to the Client, in the prevalent non-English language(s) within the COUNTY service area. OHA shall be responsible for making it forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the COUNTY'S service area.

4. Reporting Requirements. SUBRECIPIENT shall prepare and furnish the following information to COUNTY and the Oregon Health Authority when a service is delivered under this Agreement.

- a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
- b. All additional information and reports that COUNTY or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit G, Required Federal Terms and Conditions, Section 14, Disclosure.

5. Compliance with Law. SUBRECIPIENT shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of services hereunder. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement:

- a. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
- b. all state laws governing operation of community mental health programs, including without limitation all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
- c. all state laws requiring reporting of client abuse; and
- d. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Agreement.

The laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, SUBRECIPIENT shall comply, as if it were COUNTY thereunder, with the federal requirements set forth in **Exhibit G, Required Federal Terms and Conditions**. For purposes of the Agreement, all references in this Agreement to federal and state laws are references to federal and state laws as they may be amended from time to time.

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

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operations of the SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this Agreement.

8. SUBRECIPIENT understands that SUBRECIPIENT may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. SUBRECIPIENT shall only conduct transactions that are authorized by the COUNTY for transactions with the Oregon Health Authority that involve COUNTY funds directly related to this Agreement.
10. Subrecipient(s) that are not units of local government as defined in ORS 190.003 shall obtain, at SUBRECIPIENT'S expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, insurance requirements as defined in the Agreement and incorporated herein by this reference (**Exhibit E, Insurance**).
11. Subrecipient(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of the contractor (Claims). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the SUBRECIPIENT from and against any and all Claims.
12. SUBRECIPIENT shall include sections 1 through 11, in substantially the form set forth above, in all permitted SUBRECIPIENT contracts under this Agreement.

13. Ownership of Intellectual Property.

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA and the COUNTY will not own the right, title and interest in any intellectual property created or delivered by the SUBRECIPIENT in connection with the Services. With respect to that portion of the intellectual property that the SUBRECIPIENT owns, SUBRECIPIENT grants to OHA and the COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 13.a.(1) on OHA and the COUNTY'S behalf; and (3) sublicense to third parties the rights set forth in Section 13.a.(1).
- b. If state or federal law requires that OHA or COUNTY grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy distribute, display, build upon and improve the intellectual property.

EXHIBIT G CMHP REQUIRED FEDERAL TERMS AND CONDITIONS

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

1. **Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** SUBRECIPIENT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 SUBRECIPIENT shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
4. **Energy Efficiency.** SUBRECIPIENT shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of the SUBRECIPIENT'S knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.

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

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7. **Audits.** Subrecipients, as defined in 45 CFR 75.2, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds. If a sub-recipient expends \$500,000 or more in federal funds (from all sources) in a fiscal year beginning prior to December 26, 2014, a subrecipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to COUNTY within thirty (30) calendar days of completion. If a sub recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** SUBRECIPIENT shall not permit any person or entity to be a provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** SUBRECIPIENT shall comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT'S workplace or while providing Services to OHA clients. SUBRECIPIENT'S notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any provider to comply with subparagraphs through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the SUBRECIPIENT or SUBRECIPIENT'S employee, officer, agent or provider has used a controlled substance, prescription or non-prescription medication that impairs the SUBRECIPIENT or SUBRECIPIENT'S employee, officer, agent or provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in

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physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** SUBRECIPIENT shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent SUBRECIPIENT provides any Service in which costs are paid in whole or in part by Medicaid, SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers, and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).
12. **ADA.** SUBRECIPIENT shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
14. **Disclosure.**
 - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal

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agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten (10) years.
- c. COUNTY or OHA reserves the right to take such action required by law, or where COUNTY or OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

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

- a. **Order for Admissions:**
 - (i) Pregnant women who inject drugs;
 - (ii) Pregnant substance abusers;
 - (iii) Other Individuals who inject drugs; and
 - (iv) All others.
- b. **Women's or Parent's Services.** If SUBRECIPIENT provides A&D 61 and A&D 62 Services, SUBRECIPIENT must:
 - (i) Treat the family as a unit and admit both women or parent and their children if appropriate.
 - (ii) Provide or arrange for the following services to pregnant women and women with dependent children:
 - 1. Primary medical care, including referral for prenatal care;
 - 2. Pediatric care, including immunizations, for their children;
 - 3. Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 - 4. Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - 5. Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in 1 through 4 above.
- c. **Pregnant Women.** If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, SUBRECIPIENT must:
 - (i) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of

- treatment, who seek or are referred for and would benefit from such Services, within forty-eight (48) hours;
- (ii) If SUBRECIPIENT has insufficient capacity to provide treatment Services to a pregnant woman, SUBRECIPIENT must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within forty-eight (48) hours, including a referral for prenatal care; and
 - (iii) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- d. **Intravenous Drug Abusers.** If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, SUBRECIPIENT must:
- (i) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (ii) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching ninety (90) percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within seven (7) calendar days;
 - (iii) If SUBRECIPIENT receives a request for admission to treatment from an intravenous drug abuse, SUBRECIPIENT must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
 - 1. Fourteen (14) calendar days after the request for admission to SUBRECIPIENT is made;
 - 2. One hundred-twenty (120) after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than forty-eight (48) hours after such request; or
 - 3. If SUBRECIPIENT has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider referring the Individual to residential services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within forty-eight (48) hours.
- e. **Infectious Diseases.** If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, SUBRECIPIENT must:
- (i) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis (TB), as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from SUBRECIPIENT; and
 - (ii) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if SUBRECIPIENT denies an Individual

admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis services.

(iii) For purposes of (ii) above, “tuberculosis services” means:

1. Counseling the Individual with respect to tuberculosis;
2. Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
3. Appropriate treatment services.

f. **OHA Referrals.** If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, SUBRECIPIENT must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.

g. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, SUBRECIPIENT shall develop support services available to address or overcome the barrier, including:

- (i) Providing, if needed, hearing impaired or foreign language interpreters.
- (ii) Providing translation of written materials to appropriate language or method of communication.
- (iii) Providing devices that assist in minimizing the impact of the barrier.
- (iv) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.

h. **Misrepresentation.** SUBRECIPIENT shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by COUNTY or OHA.

i. **Oregon Residency.** Addiction Treatment, Recovery & Prevention and Problem Gambling Services funded through this Agreement, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.

j. **Tobacco Use.** If SUBRECIPIENT has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, SUBRECIPIENT must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.

k. **Client Authorization.** SUBRECIPIENT must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. SUBRECIPIENT must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery & Prevention Service to that Individual.

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

Funding Requirements. TANF may only be used for families receiving TANF, and for

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

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

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

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

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

19. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available at:
<http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.

20. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods and services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B, and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of SUBRECIPIENT, and SUBRECIPIENT shall also include these contract provision in its contracts with non-Federal entities.

EXHIBIT H
QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into by and between **Clackamas County, on behalf of its Department of Health, Housing and Human Services, Behavioral Health Division** (“Covered Entity”) and **Project Quest dba Quest Center for Integrative Health** (“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.

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- 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

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- applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
- 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
- 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.
- 2.17 To not use or disclose PHI related to reproductive health care in accordance with the prohibitions set forth in 45 CFR 164.502 and 45 CFR 164.509, and to obtain an attestation before disclosing PHI potentially related to reproductive health care in accordance with 45 CFR 164.509.

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.

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- 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).

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- 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.

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

(Signature Page for QSOBAA Follows)

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

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

Business Associate

***Project Quest dba Quest Center for
Integrative Health***

Covered Entity

Clackamas County

By: 

Authorized Signature

By: _____

Title: *Ex. Dir.*

Title: _____

Date: *4/21/25*

Date: _____

EXHIBIT I

**NOTICE OF FUNDING OPPORTUNITY AND SUBRECIPIENT'S PROPOSAL &
CERTIFICATION**



**Mary Rumbaugh, Director
Behavioral Health Division**

NOTICE OF FUNDING OPPORTUNITY

Issue Date: December 12, 2024

Project Name:	Non-Opioid Pain Management Services
Due Date/Time:	Thursday, January 23, 2025 5:00pm PST
Contact:	Mary Rumbaugh, Behavioral Health Division Director

Submit Proposal by EMAIL or US Mail

EMAIL: BHContracts@clackamas.us, email submissions must have Notice of Funding Opportunity- Non-Opioid Pain Management Services in the subject line.

US POSTAL SERVICE: Mary Rumbaugh, Director, Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045

Respondents are encouraged to submit a response anytime during the NOFO announcement period; do not wait until the due date and time. Proposals will be reviewed as they are received to determine award and contracts will be issued immediately so that services may begin as quickly as possible.

Clackamas County's Health, Housing and Human Services Department's Behavioral Health Division is seeking applications from agencies and/or organizations that provide non-opioid pain management services to Clackamas County residents. If you need this notice translated into another language please contact us via email at BHContracts@clackamas.us.

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Respondents are required to read, understand, and comply with all information contained within this Notice of Funding Opportunity ("NOFO"). All Proposals are binding upon the Respondents for sixty (60) days from the Proposal Due Date/Time.

Proposals are to be emailed to BHContracts@clackamas.us. If mailed or hand delivered, the Proposal must be submitted to Mary Rumbaugh, Director, Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City OR 97045. Proposals received after the Proposal Due Date/Time will not be considered.

All questions regarding this NOFO are to be directed to BHContracts@clackamas.us at the Clackamas County Behavioral Health Division. Respondents may not communicate with County employees or representatives about the NOFO during the procurement process until the Clackamas County Behavioral Health Division has notified Respondents of the selected Proposals. Communication in violation of this restriction may result in rejection of a Proposal.

Responses to questions will be posted weekly as FAQs at <https://www.clackamas.us/grants>

Questions received after January 9, 2025 will not receive a response.

2. INTRODUCTION

The Clackamas County's Behavioral Health Division is seeking qualified programs and organizations to provide Non-Opioid Pain Management Services to Clackamas County residents who are uninsured or underinsured, to individuals who do not have access to insurance or Medicare covered individuals.

3. GOAL

The goals of the program will be to increase the quality of life for qualified Clackamas County residents that are living with chronic pain through improved access to treatment and recovery services for chronic pain with non-opioid pain management services.

The program needs be able to integrate components that may include, but are not limited to: medical care, mental health care, wellness services, substance use disorders treatment, nutrition, and peer support in a community setting.

4. PROGRAM OVERVIEW

- Provide a range services with the goal of increasing individuals' quality of life.
- Provide Program Services to individuals who are uninsured or under insured, to include, but not limited to:
 - Individuals whose insurance coverage does not cover these benefits
 - Individuals who do not have access to insurance, either due to inability to verify citizenship or because they cannot afford insurance
 - Individuals who are insured through Medicare
- Provide Services to up to up ten (10) unique individuals each month.
- Work collaboratively with each individuals' primary care physicians to ensure the individuals' program is tailored to address pain management needs.
- Submit encounter data to County's Third Party Administrator, Ayin Health Solution, Inc. (formerly Performance Health Technology, Ltd.).

5. STAFFING

Employees of the program are to be credentialed according to the Oregon Administrative Rules that pertain to their individual roles as applicable.

6. REPORTING REQUIREMENTS

Contractor shall submit reports to include the following:

- Total number of individuals served
- % of individuals that reported less pain, on average
- % of individuals that reported an increased ability to do normal work

- % of individuals that reported a better mood
- % of individuals that reported they are sleeping better

Contractor shall provide reports according to the following schedule:

Report Due	Reporting Period
14 days after the end of each Quarter	Quarterly

7. ELIGIBILITY REQUIREMENTS

Applicants must have a Unique Entity ID number, have an active, publicly viewable registration in sam.gov, and not be disbarred or suspended.

Applications will be evaluated by the sections below;

Organization Overview	10 points
Proposal Narrative	65 points
Program Budget	15 points
Budget Narrative	10 points

All applicants are subject to a risk assessment prior to award issuance.

8. FUNDING CYCLE AND TIMELINE

Last day to ask questions	1/9/2025
Application Due Date	1/23/2025
Award Decisions and Notification (estimated)	1/30/2025
Agreement Start Date (estimated)	January 2025
Agreement End Date	6/30/2027

9. PROGRAM AWARD INFORMATION

Funding Source	Fund Balance
Number of Awards issued from this announcement	One (1)
Minimum and Maximum Award Amount	\$450,000 for 30 months

10. HOW TO APPLY

Each application must contain;

- a. APPLICATION COVER PAGE
- b. NARRATIVE
- c. BUDGET

Submit with Application:

- Applicant's most recently completed independent audit; if no audit, independent financial review; if no independent review, most recent 990.

“Per the Civil Rights Act of 1964, no person shall, on the basis of race, color, or national origin, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any County program, service or activity.”

APPLICATION COVER PAGE

Date:	
--------------	--

Legal Organization Name	
Alternate name/acronym	
Address	
Website	
Phone	
Executive Director Name	
Email and Phone	
Oregon Business Registry Number	
Federal Employer ID Number (EIN)	
Unique Entity ID Number	
Program Contact Name	
Email and Phone	
Fiscal Contact Name	
Email and Phone	
Funding Amount Requested	

With my signature, I certify the following:

1. The above information is correct;
2. I am authorized by the governing board of the applicant organization to submit this grant proposal;
3. The organization is in good standing with the IRS, retains its 501(c)(3) tax exempt status, and is further classified as a public charity and not a private foundation, or is a public agency or school district;
4. The organization does not discriminate on the basis of race, religion, sexual preference, sexual orientation, physical circumstances, or national origin;
5. The organization agrees to submit quarterly progress reports and final progress reports.
6. The organization agrees to submit proof of insurance at the levels required by county.

Signing Authority Name (printed)

Title

Signature

Date

PROGRAM NARRATIVE

Directions: Answer each component of every question completely. Responses to each question will be valued as shown below, for a total score of 100 points.

1. Organization Overview (10 points)

2. Proposal Narrative: (65 Points)

- a. Program Narrative
- b. Staffing Plan and Development
- c. Quality Assurance and Data Collection

3. Program Budget and Budget Narrative (25 Points Total)

a. Program Budget (15 Points)

Identify all expenses related to this application. Add additional lines as necessary.

ITEM/EXPENSE	Budgeted Cost
Personnel and Fringe (List each position separately and include FTE and fringe rate)	
Administrative Costs* (provide detail in budget narrative)	
Program Costs -Materials/Supplies (Curriculum, incentives, etc. List each separately)	
Professional fees (provide detail in budget narrative)	
Mileage (provide detail in budget narrative)	
Client Assistance (provide detail in budget narrative)	
Additional expenses (list each separately)	
TOTAL BUDGET	

**Administrative Costs allowed. Limited to 15% of total budget unless approval for increased rate is given.*

b. Budget Narrative (10 Points)

Provide a narrative that clearly explains all sections of the budget (salary/fringe, administrative, program, and any other costs associated with this project).

APPLICATION COVER PAGE


Date:	01.02.2025
--------------	------------

Legal Organization Name	Quest Center for Integrative Health
Alternate name/acronym	Quest
Address	3231 SE 50th Ave, Portland, OR 97206
Website	Quest-center.org
Phone	503-238-5203
Executive Director Name	Dr. David Eisen
Email and Phone	david@quest-center.org ; 503-238-5203 ext. 105
Oregon Business Registry Number	35324680
Federal Employer ID Number (EIN)	93-1121778
Unique Entity IDNumber	ZSYZNJUUBNM9
Program Contact Name	Dr. David Eisen
Email and Phone	david@quest-center.org ; 503-238-5203 ext. 105
Fiscal Contact Name	Janet Brandt
Email and Phone	janet@quest-center.org ; 503-238-5203 ext.326
Funding Amount Requested	\$449,918.44

With my signature, I certify the following:

1. The above information is correct;
2. I am authorized by the governing board of the applicant organization to submit this grant proposal;
3. The organization is in good standing with the IRS, retains its 501(c)(3) tax exempt status, and is further classified as a public charity and not a private foundation, or is a public agency or school district;
4. The organization does not discriminate on the basis of race, religion, sexual preference, sexual orientation, physical circumstances, or national origin;
5. The organization agrees to submit quarterly progress reports and final progress reports.
6. The organization agrees to submit proof of insurance at the levels required by county.

David Eisen

Signing Authority Name (printed)


Signature

Executive Director

Title

01.02.25

Date

Quest Center for Integrative Health Program Narrative
2024 Non-Opioid Pain Management Services NOFO

1. Organization Overview (10 points)

Our mission at Quest Center for Integrative Health (Quest) is to provide integrative healthcare services, education and inclusive community support to people seeking a wellness-focused approach to fully living.

Founded in 1989, Quest has been honored to provide marginalized community members with holistic healthcare for 36 years, delivering care with dedication and humility. With demographic data indicating that more than 50% of our clients identify as LGBTQIA2S+, the Oregon Health Authority recognizes Quest as a Culturally and Linguistically Specific Behavioral Health Service (CLSS) for delivering culturally competent care to LGBTQIA2S+ individuals and people living with HIV. Our programs and services celebrate the diversity within our community, fostering an inclusive and culturally responsive environment for healing.

Quest now delivers low- or no-cost integrated behavioral and physical healthcare services to nearly 2,500 individuals annually in Portland, OR, and surrounding counties. More than 80% of our clients receiving services are low-income and/or medically under-insured. Through the work of our peer support specialists, we ensure that our clients have access to affordable health insurance and are supported in their process of navigating the healthcare system. By serving these marginalized community members, Quest supports the promotion of health literacy across Oregon.

Our programs at Quest are:

WISH (Wellness, Integrity, and Sustainable Health) - Integrated medical and behavioral health program designed to treat chronic pain using non-opioid interventions.

FSR (Finding and Sustaining Recovery) - Based on the belief that all people who desire to live sober can achieve a life of health and wellness without substances.

Medical - Naturopathic Medicine and Chinese Medicine are offered at the clinic incorporating modern, traditional, scientific, and empirical methods.

Mental Health - All individuals seeking services collaborate with their clinician to create a service plan that focuses on their needs and mental health goals while incorporating their strengths and lived experiences.

HIV Services - Quest's HIV Services department serves the community through five Ryan White-funded programs, as well as streamlined access to the agency's broader culturally competent services.

The Resilience Initiative (TRI) - In 2020, the Miracles Club and Quest launched The Resilience Initiative (TRI). TRI was born from the need for Black and African American holistic services in an environment that promotes culturally specific wellness and healing. Services provided include acupuncture, group therapy, nutrition and take place at Miracles Club. TRI providers are members of the community they serve.

At Quest, we provide the same quality and variety of care options to all our clients regardless of income, insurance, gender, sexual orientation, religion, national origin, race, ethnicity, disability, veteran status, HIV status, or chronic health conditions.

Recent Achievements

- Due to the high demand for Quest services, particularly WISH services, in Clackamas, our Beavercreek Road Clinic is now open five days a week, up from four days a week.
- In 2024 Quest partnered with CareOregon and Multnomah County to distribute more than \$450,000 in rental assistance funds to individuals experiencing homelessness or at risk of losing housing. Since distributing these funds, Quest has been contracted as HRSN providers by HealthShare of Oregon to continue providing rental assistance through the 1115 Medicaid Waiver.
- In November 2024 Quest opened the 'Woodstock Recovery House', focused on supporting participants of The Resilience Initiative (TRI). This nine-bed house helps prepare individuals to find permanent housing to help support their addiction recovery.

2. Proposal Narrative: (65 Points)

a. Program Narrative

NEED: In 2023, the National Institutes of Health (NIH) conducted a study to determine 21%, or 1 in 5 adults, of the US population suffer from chronic pain, meaning pain lasting longer than three months. These statistics show chronic pain is more pervasive amongst U.S. adults than other common health conditions such as diabetes, depression and high blood pressure. Additionally, 61% of the participants experienced chronic pain for more than a year, highlighting the need for access to preventative treatment as soon as possible to positively alter the course of the condition (National Health Institutes, 2023).

The NIH recognizes the direct link between growing cases of chronic pain and the U.S' opioid epidemic, calling for services to be uplifted that address and help manage symptoms of pain without the use of opioid interventions (National Health Institutes, 2023). Provisional data from CDC's National Center for Health Statistics indicate that there were an estimated 105,263 drug overdose deaths in the United States during 12-month period ending in January 2023, with 1,227 taking place in Oregon in January 2023 alone. These high rates of overdose deaths

directly correlate with the increased distribution of fentanyl, an illicit substance 50 to 100 times more potent than heroin. Fentanyl is replacing the majority of illicit opioid supplies leading to more frequent overdoses (CDC, 2023).

In Clackamas County, opioid overdose hospitalizations increased 18% from 2020 to 2021, and hospitalizations related to fentanyl and other synthetic opioids more than doubled in that time. In April 2022, officials issued a public health advisory to warn parents about the dangers of fentanyl in the Portland Metro area (Oregon Public Broadcasting). Despite advancements in strengthening the Behavioral Health system through Measure 110 and other addiction initiatives over the past two years, Oregon remains first in prescription opioid misuse and ranks 50th in access to treatment (Oregon Health Authority, 2023).

The need for non-opioid pain management services in Clackamas County remains high. Quest requests a grant of \$450,000 to continue to provide Clackamas County with our highly successful non-opioid pain management program, WISH, for the next 30 months (Jan 2025 – June 2027).

WISH (Wellness, Integrity, and Sustainable Health)

Recognizing the need for integrative and sustainable services to address systemic social determinants, Quest launched the WISH program in 2015 in response to the escalating opioid epidemic. Developed in partnership with the Clackamas County Behavioral Health Department, **WISH** was created to tackle the alarming opioid crisis in Clackamas County. The program utilizes evidence-based strategies designed to restore function and alleviate pain without relying on opioids. Key components of the program include:

ACUPUNCTURE: Acupuncture stimulates nerves, muscles, and connective tissues to activate the body's natural ability to alleviate pain and increase blood flow.

WELLNESS YOGA: A physical practice of gentle movements, designed to relieve various chronic pain conditions, tension, and anxiety.

MASSAGE: Massage targets muscle tension, improving circulation, and promoting relaxation to help ease symptoms of pain.

SKILL GROUPS: Our program offers evidence-based therapy groups such as Acceptance Commitment Therapy (ACT) and Healing Skills, to help clients learn new ways to cope with pain, in addition to fostering social connections.

PEER SUPPORT SERVICES: We understand that challenges may occur with new treatments for chronic pain. WISH offers peer-support to help patients navigate chronic pain, mental health, and addiction services.

SUBSTANCE USE DISORDER: For those who need substance use disorder treatment, we specialize in multiple levels of care from education to intensive outpatient and harm reduction services.

NUTRITION: We understand the connection between what we eat and chronic pain. Specifically, the relationship between inflammation and pain mirrors our diet. Quest hosts Community Nutrition Night every Thursday evening where we explore the connection between the foods we eat and how it can affect our wellbeing and health.

WISH uses a trauma informed, patient-centered and culturally sensitive approach to healing. Studies show this holistic approach to be an effective form of long-term pain management and Quest has seen the positive effects first-hand (The Benefits of Integrative Medicine in the Management of Chronic Pain: A Review, National Library of Medicine, 2022).

b. Staffing Plan and Development

Awarded grant funds will be used to support the following WISH staff to provide non-opioid pain management services in Clackamas County (see attached budget/budget narrative for details):

- WISH Program Manager (\$85K/yr .25 FTE)
- WISH Program Coordinator (\$58K/yr.25 FTE)
- Peer Support Specialist (\$25.75/hr 1.0 FTE)
- Clackamas Acupuncture - (\$32/hr .30 FTE)
- Nutrition (\$25/hr.10 FTE)
- Massage (\$73K/yr.20 FTE)
- Clackamas County Site Coordinator (\$28/hour 0.5 FTE)

The staffing plan and development of the WISH program in Clackamas County will be successfully implemented and evaluated by our project leaders:

DR. DAVID EISEN, L.AC., MSW, OMD(AM) – Dr. Eisen is a licensed acupuncturist. He graduated from Cornell University, received his master's in social work from Washington University, Chinese medical training from the New England School of Acupuncture, and his doctorate in Chinese Medicine from Open University of Sri Lanka. He was a founding member and served on the board of directors for the National Acupuncture Detoxification Association, a national organization that trains and advocates for the use of acupuncture for behavioral medical conditions. He was on the faculty of the Oregon College of Oriental Medicine. For 22 years he served as Director of Central City Concern's Portland Alternative Health Center and as Director of Clinical Services.

As the Executive Director of Quest Center for Integrative Health, David continues his practice of serving people with chronic diseases including HIV/AIDS, cancer, addictions, and mental health disorders as well as chronic pain. David served 2 terms on the Oregon Pain Management Commission. He also serves on various work groups helping develop public health guidelines in Oregon.

Dr. Eisen has helped to establish groundbreaking clinical programs integrating acupuncture for addictions and pain in Federally Qualified Health Centers and co-authored policies and guidelines for the treatment of chronic pain in homeless adults that was commissioned by the National Health Care for the Homeless Coalition (2011). He has also served as a reviewer for the National Institutes for Health on alternative therapies. Though born and raised in New York, David is a committed Oregonian where he has lived, worked, loved, and raised a family since 1987.

DANIELLE DEER, MA, CADCII – Dani is the Director of Behavioral Health at Quest and is the Manager of WISH. Danielle’s desire to work with people in need of addictions and mental health, regardless of background, comes from a belief that no human is hopeless and deserves the opportunity to live a life of health and wellness. Through her education, life experience and compassion for people she is dedicated to her profession.

JANET BRANDT - Janet has been the Finance Director at Quest Center for nearly 10 years. She works closely with both the Executive Director and the Finance Committee to ensure the financial stability of Quest Center. As the Finance Director, Janet oversees all bookkeeping, the annual audit, managing the business office and front desk staff, as well as many other responsibilities. She is highly dedicated to the mission of Quest Center and the services our providers give to marginalized community members.

ANGELA McKAYE, DC, ND, LAc - Angela serves as the WISH Program Manager at Quest. She is a Doctor of Chiropractic, Licensed Acupuncturist and Naturopathic Physician. Angela began her journey at Quest as an acupuncturist, bringing a deeply personal perspective to her work, having experienced the transformative benefits of acupuncture during her recovery from paralysis.

In addition to managing the WISH Program, Angela continues to see naturopathic patients one day per week, focusing on individuals with hypermobility, dysautonomia, mast cell activation syndrome (MCAS), chronic pain, and autoimmune conditions. As WISH Program Manager, Angela leverages her expertise and passion to make a broader impact, helping clients with chronic pain break the pain cycle, develop self-management skills, and reduce reliance on opioids or emergency department visits. Her dedication lies in empowering patients to lead more fulfilling and capable lives.

c. Quality Assurance and Data Collection

If funding is awarded for this grant, quality assurance and data collection for the WISH program will continue to be overseen by the WISH Program Manager. Success will be measured through increasing Clackamas County client intake, participant engagement, and health outcomes. The intake process allows WISH peers to thoroughly assess each new client's unique needs, ensuring the most effective treatment for every individual participant.

Clackamas County WISH served 75 clients from June 2023, through June 2024. Within this time frame, we received 3 rounds of outcome survey results. We received a total of 59 Clackamas specific responses.

According to peer-reviewed research, pain is experienced in a subjective manner. Pain assessment and treatment are highly variable depending on the person and anticipated pain levels. In accordance with best practices, pain alleviation is reported by four measures from each client. Below are the results from the June 2023-June 2024 data.

- 74% of clients felt relief from their pain
- 85% of clients felt heard by their practitioner
- 72% of clients report a positive change in quality of life
- 97% of clients felt an increase of mood

In this cohort, 35 clients reported a visit to the ER for pain prior to engaging in WISH. Of those 35, only 9 clients reported returning to the ER since the commencement of their treatment. This illustrates the correlation between engagement in WISH services and fewer ER visits - directly reducing the price burden on taxpayers and non-profit hospitals.

Additionally, this data set shows a 75% reduction of opioid use among participants since engaging in WISH. Many participants come to Quest in active addiction while managing their chronic pain, and with the help of supportive peers, learn tools to replace reliance on opioid use.

This data demonstrates the power of the program, proving that prescription painkillers are less necessary when addressing chronic pain holistically.

3. Program Budget and Budget Narrative (25 Points Total)

Please refer to the attached Excel file for the budget covering both year-to-year and the total over 30 months.

Please also see attached budget for detailed budget narrative.